



भारत का राजपत्र The Gazette of India

अधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० २९] नई दिल्ली, शनिवार, जुलाई १६, १९६६/आषाढ़ २५, १८८८

No. 29] NEW DELHI, SATURDAY, JULY 16, 1966/ASADHA 25, 1888

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र ३० जून, १९६६ तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 30th June, 1966:—

Issue No.	No. and Date	Issued by	Subject
200	S.O. 1994, dated 29th June, 1966.	Ministry of Petroleum and Chemicals.	The Ethyl Alcohol (Price Control) Order, 1966.
201	S.O. 1995, dated 30th June, 1966.	Ministry of Labour, Employment and Rehabilitation.	Direction that the amount of the advance premium in respect of the quarter ending the 30th September 1966 shall— (i) in the case of a person having a policy in force on 30th June, 1966, be nil; and (ii) in any other case, be at the rate of six paise per one hundred rupees of the wages bill for the quarter ending the 30th June, 1966.
202	S.O. 1996, dated 30th June, 1966.	Ministry of Information and Broadcasting.	Approval of the film as specified therein.
203	S.O. 1997, dated 30th June, 1966.	Ministry of Finance	The Central Civil Services (Revised Pay) Amendment Rules, 1966.

Issue No.	No. and Date	Issued by	Subject
204	S. O. 1998, dated 30th June, 1966.	Ministry of Petroleum and Chemicals.	The Drugs Prices (Display and Control) Order, 1966.
205	S. O. 1999, dated 30th June, 1966.	Ministry of Commerce	A body of persons for making a complete investigation into the fall of production in respect of cotton textiles manufactured in the Rajratna Naranbhai Mills Co. Ltd., Petlad (Gujarat State).
206	S. O. 2000, dated 30th June, 1966.	Cabinet Secretariat	Amendments in the Government of India (Allocation of Business) Rules, 1961.
207	S. O. 2001, dated 30th June, 1966.	Ministry of Industry	Extending Order No. S. O. 2216, dated 10th July, 1965 for a further period of one year from the 11th July, 1966.
208	S. O. 2002, dated 30th June, 1966.	Election Commission, India.	Corrections in the Delimitation Commission's Order No. 14, dated 23rd April, 1966. (Order No. 14A).
209	S. O. 2003, dated 30th June, 1966.	Ministry of Food, Agriculture, Community Development and Co-operation.	Corrigendum to Order No. S. O. 3504, dated 2nd November, 1965.

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेजी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षामंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केंद्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 2nd July 1966

S.O. 2081—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby appoints, in respect

of each of the Parliamentary constituencies in the State of Madras as determined by the Delineation Commission in its order No. 9, dated the 16th September, 1955, and specified in column 1 of the Table below:—

- (a) The officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer; and
 (b) The officers specified in the corresponding entry in column 3 of the said Table to be the Assistant Returning Officers.

TABLE

Name of the Constituency.	Returning Officer	Assistant Returning Officers
(1)	(2)	(3)
1. Madras (North)	Commissioner, Corporation of Madras.	1. Special Deputy Collector (Elections), Madras City. 2. Assistant Commissioner (North), Corporation of Madras. 3. Revenue Officer, Corporation of Madras.
2. Madras (South).	Collector of Madras.	1. Personal Assistant to the Collector of Madras. 2. Assistant Commissioner (South), Corporation of Madras. 3. District Welfare Officer, Madras.
3. Sriperumbudur.	Collector of Chingleput.	1. Personal Assistant (General) to the Collector of Chingleput. 2. Revenue Divisional Officer, Saidapet. 3. District Welfare Officer, Chingleput.
4. Chingleput.	District Revenue Officer, Chingleput.	1. Revenue Divisional Officer, Chingleput. 2. Personal Assistant (Panchayat Development) to the Collector of Chingleput. 3. Revenue Divisional Officer, Kancheepuram.
5. Tiruttani.	District Revenue Officer, Chingleput.	1. Revenue Divisional Officer, Tiruvallur. 2. Special Deputy Collector (Recurring Compensation), Nandanam, Madras. 3. Revenue Divisional Officer Ranipet.
6. Vellore.	Collector of North Arcot, Vellore.	1. Personal Assistant to the Collector of North Arcot, Vellore. 2. Additional Personal Assistant to the Collector of North Arcot, Vellore. 3. Personal Assistant (Panchayat Development (North) to the Collector of North Arcot, Vellore.
7. Tiruppattur.	District Revenue Officer, North Arcot, Vellore.	1. Revenue Divisional Officer, Tiruppattur. 2. Revenue Divisional Officer, Tiruvannamalai. 3. Personal Assistant (Panchayat Development) (South) to the Collector of North Arcot, Vellore.
8. Wandiwash.	District Revenue Officer, North Arcot, Vellore.	1. District Welfare Officer, North Arcot District, Vellore. 2. Revenue Divisional Officer, Cheyyar. 3. Personal Assistant (Panchayat Development (South) to the Collector of North Arcot, Vellore.

(1)	(2)	(3)
9. Tindivanam.	Collector of South Arcot, Cuddalore.	<ol style="list-style-type: none"> 1. Personal Assistant (Panchayat Development) (South) to the Collector of North Arcot, Vellore. 2. Revenue Divisional Officer, Tindivanam. 3. Personal Assistant (Panchayat Development) (North) to the Collector of South Arcot. 4. Authorised Officer (Land Reforms), Cuddalore.
10. Cuddalore.	Collector of South Arcot, Cuddalore.	<ol style="list-style-type: none"> 1. Assistant Commissioner, Agricultural Incometax, Villupuram. 2. Personal Assistant (General) to the Collector of South Arcot, Cuddalore. 3. District Welfare Officer, South Arcot. 4. Revenue Divisional Officer, Tirukkottur.
11. Chidambaram.	District Revenue Officer, Cuddalore.	<ol style="list-style-type: none"> 1. District Welfare Officer, South Arcot. 2. Authorised Officer (Land Reforms), Cuddalore. 3. Revenue Divisional Officer, Chidambaram. 4. Personal Assistant (Panchayat Development) (South) to the Collector of South Arcot, Cuddalore.
12. Kallakurichi.	District Revenue Officer, Cuddalore.	<ol style="list-style-type: none"> 1. Additional Personal Assistant to the Collector of South Arcot, Cuddalore. 2. Revenue Divisional Officer, Vridhachalam. 3. Personal Assistant (General) to the Collector of Salem.
13. Krishnagiri.	Collector of Dharmapuri.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Hosur. 2. District Welfare Officer, Dharmapuri. 3. Personal Assistant (Panchayat Development) to the Collector of Dharmapuri. 4. Revenue Divisional Officer, Dharmapuri.
14. Salem.	Collector of Salem.	<ol style="list-style-type: none"> 1. Municipal Commissioner, Salem. 2. Revenue Divisional Officer, Salem. 3. District Welfare Officer, Salem. 4. Personal Assistant (Panchayat Development) to the Collector of Dharmapuri. 5. Personal Assistant (General) to the Collector of Dharmapuri.
15. Mettur.	District Revenue Officer, Salem.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Mettur. 2. Personal Assistant (Panchayat Development) (North) to the Collector of Salem. 3. Revenue Divisional Officer, Sanjaval. 4. Revenue Divisional Officer, Dharmapuri.
16. Tiruchengode.	District Revenue Officer, Salem.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Salem. 2. Personal Assistant (Panchayat Development) (South) to the Collector of Salem. 3. Revenue Divisional Officer, Namakkal. 4. Additional Personal Assistant to the Collector of Salem.

(1)	(2)	(3)
17. Nilgiris.	Collector of the Nilgiris.	<ol style="list-style-type: none"> 1. Personal Assistant (General) to the Collector of Nilgiris. 2. Personal Assistant (Panchayat Development) to the Collector of Nilgiris. 3. District Welfare Officer, Nilgiris. 4. Revenue Divisional Officer, Coimbatore. 5. District Welfare Officer, Coimbatore.
18. Coimbatore.	Collector of Coimbatore.	<ol style="list-style-type: none"> 1. District Welfare Officer, Coimbatore. 2. Special Deputy Collector, (Land Acquisition), No. II Parambikulam-Aliyar Project, Pollachi. 3. Municipal Commissioner, Coimbatore. 4. Special Deputy Collector, (Land Acquisition), No. III Parambikulam-Aliyar Project, Udumalpet.
19. Pollachi.	Collector of Coimbatore.	<ol style="list-style-type: none"> 1. Special Deputy Collector, (Land Acquisition), No. I Parambikulam-Aliyar Project, Pollachi. 2. Personal Assistant (General) to the Collector of Coimbatore. 3. Revenue Divisional Officer, Erode.
20. Dharapuram.	District Revenue Officer, Coimbatore.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Pollachi. 2. Personal Assistant (Panchayat Development) (East) to the Collector of Coimbatore. 3. Additional Personal Assistant to the Collector of Madurai.
21. Gobichettipalayam.	District Revenue Officer, Coimbatore.	<ol style="list-style-type: none"> 1. Additional Personal Assistant to the Collector of Coimbatore. 2. Personal Assistant (Panchayat Development) (West) to the Collector of Coimbatore. 3. Revenue Divisional Officer, Gobichettipalayam.
22. Periakulam.	District Revenue Officer, Madurai.	<ol style="list-style-type: none"> 1. Personal Assistant (General) to the Collector of Madurai. 2. Revenue Divisional Officer, Periakulam. 3. District Welfare Officer, Madurai.
23. Dindigul.	District Revenue Officer, Madurai.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Usilampatti. 2. Special Deputy Collector, Kallar Reclamation, Madurai. 3. Personal Assistant (Panchayat Development) (West) to the Collector of Madurai.
24. Madurai.	Collector of Madurai.	<ol style="list-style-type: none"> 1. Personal Assistant (Panchayat Development) (East) to the Collector of Madurai. 2. Municipal Commissioner, Madurai. 3. Revenue Divisional Officer, Madurai.
25. Karur	District Revenue Officer, Tiruchirapalli.	<ol style="list-style-type: none"> 1. Revenue Divisional Officer, Dindigul. 2. Revenue Divisional Officer, Karur. 3. District Welfare Officer, Tiruchirapalli. 4. Special Deputy Collector, Revenue Court, Tiruchirapalli.

(1)	(2)	(3)
26. Tiruchirapalli	Collector of Tiruchirapalli .	1. Revenue Divisional Officer, Musiri. 2. Revenue Divisional Officer, Tiruchirapalli. 3. Municipal Commissioner, Tiruchirapalli.
27. Perambalur	District Revenue Officer, Tiruchirapalli.	1. Personal Assistant (Panchayat Development) (South) to the Collector of Tiruchirapalli. 2. Personal Assistant (Panchayat Development) (North) to the Collector of Tiruchirapalli. 3. Revenue Divisional Officer, Ariyalur. 4. Additional Personal Assistant to the Collector of Tiruchirapalli.
28. Pudukkottai	Collector of Tiruchirapalli	1. District Welfare Officer, Tiruchirapalli. 2. Additional Personal Assistant to the Collector of Tiruchirapalli. 3. Revenue Divisional Officer, Pudukkottai. 4. Personal Assistant (General) to the Collector of Tiruchirapalli. 5. Personal Assistant (Panchayat Development) (East) to the Collector of Ramanathapuram.
29. Kumbakonam	Collector of Thanjavur.	1. Revenue Divisional Officer Ariyalur. 2. Revenue Divisional Officer, Thanjavur. 3. Revenue Divisional Officer, Kumbakonam. 4. Additional Personal Assistant to the Collector of Thanjavur.
30. Mayuram	District Revenue Officer, Thanjavur.	1. Personal Assistant (Panchayat Development) (East) to the Collector of Thanjavur. 2. Revenue Divisional Officer, Mayuram. 3. Revenue Divisional Officer, Nagapattinam.
31. Nagapattinam	District Revenue Officer, Thanjavur.	1. Personal Assistant (General) to the Collector of Thanjavur. 2. District Welfare Officer, Thanjavur. 3. Revenue Divisional officer Mannargud.
32. Thanjavur	Collector of Thanjavur .	1. Municipal Commissioner, Thanjavur. 2. Personal Assistant (Panchayat Development) (West) to the Collector of Thanjavur. 3. Revenue Divisional Officer, Pattukkottai. 4. Revenue Divisional Officer, Thanjavur. 5. Special Deputy Collector, Revenue Court, Thanjavur.
33. Sivaganga	District Revenue Officer, Ramanathapuram at Madurai.	1. Revenue Divisional Officer, Devakottai. 2. Additional Personal Assistant to the Collector of Ramanathapuram. 3. Revenue Divisional Officer, Sivaganga.

(1)	(2)	(3)
34. Ramanathapuram.	District Revenue Officer, Ramanathapuram at Madurai.	1. Revenue Divisional Officer, Ramanathapuram. 2. Personal Assistant (General) to the Collector of Ramanathapuram. 3. District Welfare Officer, Ramanathapuram. 4. Deputy Collector/Manager Ettayapuram.
35. Sivakasi	Collector of Ramanathapuram at Madurai.	1. Personal Assistant (Panchayat Development) (West) to the Collector of Ramanathapuram. 2. Revenue Divisional Officer, Sivakasi. 3. Personal Assistant (General) to the Collector of Ramanathapuram at Madurai. 4. Revenue Divisional Officer, Koilpatti.
36. Tirunelveli	Collector of Tirunelveli	1. Deputy Collector Manager, Ettayapuram. 2. Personal Assistant (Panchayat Development) (South) to the Collector of Tirunelveli. 3. District Welfare Officer, Tirunelveli. 4. Revenue Divisional Officer, Tuticorin.
37. Tenkasi	District Revenue Officer, Tirunelveli.	1. Revenue Divisional Officer, Kolipatti. 2. Personal Assistant (General) to the Collector of Tirunelveli. 3. Revenue Divisional Officer, Tirunelveli. 4. Revenue Divisional Officer, Cheranmahadevi.
38. Tiruchendur Tirunelveli	District Revenue Officer, Tirunelveli	1. Revenue Divisional Officer Cheranmahadevi. 2. Personal Assistant (Panchayat Development) (North) to the Collector of Tirunelveli. 3. Additional Personal Assistant to the Collector of Tirunelveli. 4. Personal Assistant to the Collector of Kanyakumari.
39. Nagercoil	Collector of Kanyakumari	1. Personal Assistant (General) to the Collector of Kanyakumari. 2. Personal Assistant (Panchayat Development) to the Collector of Kanyakumari. 3. Revenue Divisional Officer, Padmanabhapuram. 4. District Welfare Officer, Nagercoil. 5. Special Deputy Collector, (Land Acquisition) Thuckalay.

No. 434/MD/65.

By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF EXTERNAL AFFAIRS*New Delhi, the 1st July 1966*

S.O. 2062.—The following bye-laws made by the Haj Committee, Bombay, under sub-section (1) of section 18 of the Haj Committee Act, 1959 (51 of 1959)

and confirmed by the Central Government under sub-section (2) of that section, are hereby published as required by sub-section (3) thereof, namely:—

PART I

1. **Title.**—These bye-laws may be called the Haj Committee Bye-Laws, 1966.
2. In these bye-laws, unless the context otherwise requires,
 - (1) "ACT" means the Haj Committee Act, 1959 (51 of 1959);
 - (2) "SECTION" means section of the Act;
 - (3) "RULE" means a rule framed under section 17 of the Act;
 - (4) "SUB-COMMITTEE" means any Sub-Committee appointed under section 13 of the Act;
 - (5) "CHAIRMAN", "VICE-CHAIRMAN" and "MEMBER" mean the Chairman, Vice-Chairman or member, as the case may be, of the Committee;
 - (6) "EXECUTIVE OFFICER" means Executive Officer of the Committee;
 - (7) "SUPERINTENDENT" means Superintendent of the Office of the Committee;
 - (8) "ACCOUNTANT" means the Accountant of the office of the Committee;
 - (9) "STAFF" means any of the members of the staff of the office of the Committee;
 - (10) "REFUND" includes all refund in respect of pilgrims' passage money, pilgrims' estate money or pilgrims' deposit money; and
 - (11) "INDIGENT PILGRIMS' FUND" means the fund at the disposal of the Committee for the relief and repatriation of stranded Indian pilgrims at Bombay.

PART II

3. **Election, term of office and powers and duties of Vice-Chairman.**—(1) The Committee shall, as soon as may be after the election of the Chairman, elect two of its members as Vice-Chairmen.

(2) Each of the Vice-Chairmen shall be elected by a simple majority of members present and voting. In the case of a tie the Chairman shall exercise his casting vote.

(3) The Vice-Chairmen shall hold office for a period of one year from the date of their respective election and may be eligible for re-election.

(4) In the absence of the Chairman the Vice-Chairmen shall perform such duties of the Chairman as are delegated to him by the Chairman. He shall also perform such other duties as may be delegated to him by the Chairman from time to time.

(5) A Vice-Chairman shall cease to hold office if he ceases to be a member of the Committee.

(6) A Vice-Chairman may resign from his office by giving one month's notice to the Committee of his intention to do so.

(7) A Vice-Chairman shall be removable from his office by a motion of no confidence, passed by a majority of not less than two third of all the members of the Committee at a special meeting. Such removal shall take effect immediately on the passing of such resolution.

(8) Any casual vacancy in the office of a Vice-Chairman, shall be filled in the same manner as the election of the Vice-Chairman.

(9) A person filling such casual vacancy shall remain in office for the unexpired portion of the term of the member in whose place he is elected. Any such person shall be eligible for re-election.

PART III

4. **Meeting Procedure Notice etc.**—(1) All ordinary meetings of the Committee shall ordinarily be held in the office of the Committee in terms of Section 10(1) of the Act on any working day of the month.

(ii) Notice of each ordinary meeting shall be sent to each member by the Executive Officer either by hand or by post to his last known address at least fifteen days before the date of the meeting, though the agenda papers may follow later on.

(iii) A special meeting of the Committee shall be convened in the manner prescribed in the proviso to sub-rule (1) of rule 10 of the Haj Committee Rules, 1963.

(iv) Notice of any adjourned meeting or special meeting shall be given in any manner as decided by the Chairman at least 24 hours before the date of the meeting.

(v) Every notice of meeting shall specify the place, time and date of the meeting and the business to be transacted.

(vi) All proceedings of the meeting shall be conducted in English or Urdu. Provided that a member may address the meeting in Hindi if he so desires.

(vii) All the meetings of the Committee shall be presided over by the Chairman. In the absence of the Chairman, the Vice-Chairman nominated by Chairman or in his absence the other Vice-Chairman or in the absence of the other Vice-Chairman any member elected by the members present and voting, shall preside over the meetings.

(viii) Only the business notified in the agenda shall be transacted at an ordinary meeting but any other item may also be admitted by Chairman in terms of Rule 11(4) of the Haj Committee Rules 1963 or may be moved by the Chair.

(ix) Only such business shall be transacted at a special meeting as is included in the agenda for the meeting.

Any meeting may with the consent of the majority of members present and voting be adjourned from time to time to some other hour of the day or some other day. Only the items left undisposed shall be moved and discussed at such adjourned meeting:

Provided that at any such adjourned meeting wherein any Budget Estimates or Revised Estimates are under consideration, any fresh proposal or alteration may be moved and discussed.

5. Conduct of Meetings.—(1) Order of business to be transacted at a meeting shall be as notified in the Agenda.

Provided that if a member desires priority to be given to any item and a majority of the members present so decides the presiding officer shall grant such priority.

(2) A member shall stop speaking when a point of order is raised and shall not speak till the point of order is decided by the presiding officer. The presiding officer may, however, allow the member to reply to the point of order raised.

(3) A member shall stop speaking and resume his seat when the presiding officer starts speaking.

(4) The Presiding Officer shall be responsible for preserving order at the meeting and may direct any member whose conduct is in his opinion disorderly and not conducive to the decorum of the meeting, to withdraw immediately from the meeting. Such member shall do so forthwith and shall absent himself during the remaining period of that meeting. If any member refuses to withdraw, then the presiding officer may with the consent of the Committee direct him to absent himself from three meetings or for a period of three months whichever is longer and such member shall absent himself accordingly:

Such member shall not be allowed to serve on any Sub-Committee of which he may be a member during the period of such disqualification provided that the Chairman on the receipt of an apology in writing from such member may with the consent of the Committee remove the above disqualification.

(5) The presiding officer may in the event of grave disorder suspend the meeting for a period not exceeding three days.

6. (1) Every substantive resolution or motion shall be written or printed legibly in English or in Urdu and shall be read at the meeting and the mover may

speaking in favour of the motion and shall hand it over to the presiding officer. Every motion shall be required to be seconded before it is discussed at the meeting. The seconder may speak in favour of motion at the time of seconding.

(2) If a motion of which notice had been given is not moved by the member who had given notice of the motion or by any duly authorised member (such authorisation shall be presented to the presiding officer at the meeting), the motion shall be deemed to have been dropped, provided that if the member intimates his inability to attend the meeting the consideration of the motion shall be postponed to the next meeting, unless the chairman directs otherwise.

7. **Amendment.**—After a motion has been proposed and seconded any amendment to it may be moved. If the amendment is passed the motion so amended shall take the form of the substantive proposition.

8. **Withdrawal of motion.**—The motion or amendment moved and seconded shall be withdrawn except with the permission of the Committee.

9. **Division of motion.**—The presiding officer may divide any motion into two or more distinct propositions, if in his opinion it is so complicated as to be likely to lead to confusion and, may put the same to vote in such order as he may think proper.

10. **Adjournment motion.**—When a motion for adjournment of a debate is moved the presiding officer shall put it to vote after giving the members present such reasonable opportunity to speak in favour or against the motion:

Provided that no such motion shall be moved when any member is speaking.

11. **Voting procedure.**—Every motion or amendment shall be put by the presiding officer to the vote of the Committee. Vote shall be taken by show of hands.

If a Poll is demanded by any member, the names of members voting for and against the question including those who have abstained shall be recorded by the presiding officer.

The result of the voting shall be declared by the presiding officer and shall not be challenged. The result of the voting as entered in the minutes book shall be the conclusive proof of the result.

12. **Motion for question already disposed.**—No motion in respect of any question once disposed of shall be brought before the meeting for a period of at least three months from the date of such disposal:

Provided that if at least five members send a requisition in writing to the Committee for its reconsideration, the Committee may discuss the same question over again and take a decision.

13. **Sub-Committee.**—(1) The Committee may appoint any Sub-Committee or Sub-Committees with such number of members as it thinks fit and refer to it for enquiry and report any question appearing on the agenda of a meeting of the Committee.

(ii) Except in the case where a Chairman of the Sub-Committee is appointed by the Committee the following order of preference shall be observed for appointing a presiding officer for any of the Sub-Committees:—

- (a) Chairman of the Committee if he is a member of that Sub-Committee.
- (b) Vice-Chairman of the Committee if he is a member of that sub-committee.
- (c) Any one of the Vice-Chairmen (if both are members) chosen by the members of the sub-committee.
- (d) Any member of that sub-committee elected by its members.

(iii) All the bye-laws in respect of the meetings of the Committee shall, as far as possible, apply to the meetings of sub-committees also:

Provided that no motion or amendment need be seconded at the meetings of a sub-committee.

(iv) A sub-committee shall report to the Committee on any question referred to it within the period specified by the Committee.

14. **Minutes.**—(i) The names of the members present and the minutes of the proceedings of every meeting shall be drawn up and entered by the Secretary

in a book to be provided for this purpose. Such minutes shall be drawn up and entered in the book or on the day of the meeting or as soon thereafter as practicable.

(ii) Copies of the minutes shall be sent to the members within seven days from the date of meeting to which the minutes relate.

(iii) Minutes of every meeting shall be placed before the next following meeting and shall be presumed as read, unless the majority of members present require them to be read and shall be signed by the presiding officer at such next meeting with the consent of the majority of members present:

Provided that if any member objects to the minutes as having been incorrectly or incompletely recorded, the presiding officer shall after assessing the opinion of the meeting make such amendments therein as he thinks proper and thereupon sign them.

(iv) The minute book of the Committee shall be open to inspection, at the office of the Committee during office hours by any member of the Committee free of charge.

(v) The Chairman may allow any muslim to inspect the minutes of any meeting of the Haj Committee on payment of a fee of Rs. 5.

PART IV

16. Publication of manuals etc.—(i) The Committee may publish Manuals, Booklets, Pamphlets or hand-bills for the purpose of informing and educating the pilgrims in all matters of pilgrim traffic.

(ii) These Publications may be published in different languages understood generally by the public in different parts of the country.

(iii) The Committee may issue press notes and press releases with regard to sailing programme, alteration in sailings and flight schedules, rules and regulations of foreign exchange, export and import rules, restrictions on pilgrims health and booking of passages with alterations and additions for the information of pilgrims in term of Section 9(b) of the Act.

PART V

17. Welfare of Pilgrims.—(i) The Committee may undertake the distribution of Cloth and Foodgrains for consumption of the pilgrims in transit as well as for carrying the same to Saudi Arabia for their use or consumption during their stay in Hedjaz as prescribed by the Government of Saudi Arabia from time to time.

(ii) The Committee may provide medical assistance to the inbound pilgrims.

(iii) The Committee may also make necessary arrangements for the pilgrims for travelling from and to their place of residence in India.

(iv) The Committee may make necessary arrangements for assisting and guiding the pilgrims in Bombay.

(v) Arrangements for the inoculation, vaccination and final medical check up of and enforcing other such restrictions imposed on the pilgrims by the Government from time to time shall be made by the Committee.

(vi) The Committee shall arrange proper accommodation for the pilgrims in transit.

All expenses under these heads shall be met from the Welfare Fund or the Haj Fund of the Haj Committee to which shall be credited the sums specified in Section 14 of the Act.

18. Indigent Pilgrims repatriation.—The Committee shall provide relief and repatriate such of the indigent Indian Haj pilgrims as are stranded in Bombay soon after their return from the pilgrimage.

19. Unclaimed Property.—The Committee shall be entitled to claim any unclaimed property of the pilgrims, lying at the Railway Station, Customs Shed, Wharf, on board the pilgrim ship, Airport or within the precincts of any Musafirkhana. Such property shall be disposed of by public auction, if it remains

unclaimed after due notice, at the expiry of six months therefor and its proceeds credited to Haj Fund.

PART VI

20. Office working procedure.—(i) For the sake of administrative convenience and prompt and efficient discharge of work, the general correspondence work may be kept distinct from accounts work under separate supervisions.

(ii) The administrative section shall be under the direct supervision of the office superintendent and shall deal with all matters relating to pilgrim traffic, for example, preparation of pilgrim passes, sailing and flights and Customs Regulation, Mazdoor arrangements, arrangements at wharfs and Air Port, volunteers, Miscellaneous inquiries, publication and accommodation, embarkation and disembarkation of pilgrims and other general work.

(iii) The accounts section shall be under the direct supervision of the Accountant and shall deal with all matters of accounts, salary and allowance, Provident Fund and other service matters of the office Establishment, investments, interest on investments, Income-tax, refunds—all receipts and payments—Budget, Audit Reports, repatriation, subsidies and dead stock, all accounts concerning distribution of cloth and foodgrains and air charter accounts.

(iv) Both the office superintendent and the accountant shall be responsible to the Executive Officer for the smooth and orderly function of the office. The office superintendent will exercise general supervision over the work of administrative and accounts sections. All papers, documents and correspondence shall be routed through the superintendent for the Executive Officer's perusal and orders.

(v) Office superintendent or the Accountant shall in the absence of the Executive Officer on leave attend to and sign papers and correspondence of only routine nature.

(vi) During the leave period of more than a week's absence of the Executive Officer, necessary officiating appointment may be made by the Chairman in which case the officiating incumbent may, while he functions as such, sign documents and important papers and agreements.

(vii) All receipts will be regularly and properly credited to Haj Fund and all payments made therefrom.

(viii) To meet day to day expenditure the office cashier may be allowed to keep in hand an imprest to be fixed by the Committee every year in accordance with its requirements.

(ix) The Cashier, shall offer security in cash or execute security bond of the amount to be fixed by the Committee.

21. Establishment.—(i) The Establishment of the office of the Committee shall be governed by the conditions of service as prescribed in the Rules.

(ii) All matters concerning the establishment may be decided in accordance with the Fundamental Rules and Supplementary Rules of the Government of India.

(iii) The staff of the Committee shall be eligible for allowance as are admissible to the Central Government employees stationed in Bombay.

(iv) The staff of the Committee shall be eligible for the benefits of Honoraria, Provident Fund, Gratuity, Leave Travel Concession, Medical Relief and any allowance sanctioned by the Committee from time to time with the approval of the Central Government.

(v) The hours of work for the office of the Committee shall be from 10-30 A.M. to 5-30 P.M. with half an hour lunch break between 1 and 2 P.M.

The staff of the office of the Committee may be required to put in extra hours of work as and when required.

(vi) The Committees shall declare a list of the holidays to be observed and may generally observe the holidays declared by the Government of India for its offices.

PART VII

22. Contracts.—(i) For execution of any work or contract of Contingent nature or Publicity etc., the Executive Officer shall invite quotations as required under prescribed duties of the Committee laid down in Act and Rules involving value of more than Rs. 25.

(ii) All such quotations shall be received in sealed covers and shall be opened by the Executive Officer in such manner as he deems fit. In special cases of small works requiring immediate attention verbal quotations from the tenderers may be taken by Executive Officer.

(iii) In the interest of superiority and perfection of work the Executive Officer may accept a higher quotation in a tender than the lowest in his own discretion.

(iv) The Executive Officer can get works up to an estimated value of Rs. 25 completed without calling for any tenders from the dealers.

PART VIII

23. Budget.—(i) In preparing the annual and Supplementary estimates of the Committee's ways and means and expenses to be incurred during the course of the year, the principles as laid down in Government of India Financial Rules may be followed.

(ii) The official year shall be reckoned from 1st of April and shall close on 31st of March of each calendar year.

24. Records.—(i) The following Registers and Records shall be maintained in the office of the Committee and every member shall have access to them for reference.

REGISTERS

- (1) Minute Book.
- (2) Dead Stock Register.
- (3) Outward Correspondence Register.
- (4) Inward Correspondence Register.
- (5) Stamp Account Register showing:
 - (a) Monthly account.
 - (b) Stock and
 - (c) Daily Account.
- (6) Stationery Register.
- (7) Forms Register.
- (8) Intestate Property Register (Pilgrims' Estates).
- (9) Unclaimed Property Register.
- (10) Register of Pilgrims' Passes issued.
- (11) Register of Visitors' Passes for pilgrim ships.
- (12) Register of Petty Supplies.
- (13) Register of Statements and Returns to be supplied to authorities.
- (14) Register of Attendance of Staff.
- (15) Register of Black List of Pilgrims' Guides and their servants furnished by the Embassy of India, Jeddah, and Standing and State Haj Committees from time to time.

RECORDS

- (1) Letters containing motions or any other matter sent by members.
- (2) Letters addressed by non-members pertaining to matter within the purview of the Committee.
- (3) Replies sent by the Committee to members of the public.

(4) Resolutions of the Committee—

- forwarded to the Government.
- forwarded to the Commissioner of Police.
- forwarded to the Health Officer of the Port of Bombay.
- forwarded to the Other Authorities.

(5) Miscellaneous.

(6) Handbills, advertisements and notifications, publications published by the Committee for the information of pilgrims.

(7) Replies received to the resolutions mentioned in No. 4.

(8) Office Standing Orders.

(9) Resolutions.

(10) Acts and Rules.

(11) Correspondence papers regarding:—

- Pilgrim Passes.
- Visitors' Passes.
- Estates of Pilgrims.
- Pilgrim Deposits.
- Pilgrim Passage Money.
- Immunisation against Cholera and Smallpox.
- Outgoing and Incoming pilgrim ships.
- Enquiries regarding pilgrim season.

Complaints regarding:—

Thefts, cheating, etc., unsatisfactory arrangement of pilgrim ships at the Port of embarkation, disembarkation, at Disinfection Shed at the Wharf, pilgrims' Waiting Shed, Port Trust Shed and Railways.

(12) Claims for refund of deposits and passage money.

(13) Lists and correspondence regarding pilgrims' repatriation.

(14) Correspondence with Musafirkhana authorities.

(15) Correspondence regarding:—

Appointment of Medical Officer for pilgrims and sick pilgrims sent to hospitals as also medical stores supplied for treatment of pilgrims residing the musafirkhanas.

(16) Correspondence with the authorities of Charitable Institutions in connection with the despatch of poor pilgrims for Haj at the former's expense and also free distribution of food and drinks to pilgrims.

(17) Correspondence regarding:—

Issue of free permits to specified members of certain charitable bodies helping the pilgrims to enter the wharf, pilgrimage etc.

(18) Correspondence with Standing, State and District Haj Committees.

(19) Correspondence regarding any other matter not covered by the above.

(ii) **Preservation and Destruction of Records**—For the preservation and destruction of records and registers or any paper relating to accounts or administrative work the rules contained in the Civil Account Code and appendices of Government of India may be followed.

(iii) No record or register of accounts or Administrative work shall be destroyed except with the permission of Executive Officer and a list of the destroyed record or Registers shall be maintained.

PART IX

25. **Addition and alteration etc.**—(i) The Committee shall have powers to add, amend, delete any of these bye-laws subject to confirmation by Central Government.

(ii) **Effect.**—These Bye-laws shall come into force on confirmation by the Central Government and from the date of their publication in the Official Gazette.

(iii) **Repeal.**—When these bye-laws come into force the bye-laws made by the Port Haj Committee of Bombay under sub-section (4) of section 17 of the Port Haj Committee Act, 1932 (20 of 1932) shall stand repealed.

[No. MII-1181(45)/64.]

V. A. KIDWAI, Director.

विदेश मंत्रालय

नई दिल्ली 1 जुलाई, 1966

एसओ 2083—हज समिति अधिनियम, 1959 (1959 का 51) की धारा 18 उपधारा (1) के अन्तर्गत हज समिति, बम्बई द्वारा बनाई गई और इसी धारा की उपधारा (2) के अन्तर्गत केन्द्रीय सरकार द्वारा पुष्ट की गई निम्नलिखित उपविधियां इसके द्वारा प्रकाशित की जा रही हैं जैसा कि इसकी उपधारा (3) के अन्तर्गत करना होता है, यथा :—

भाग—1

शीर्षक :—

1. इन उपविधियों को हज समिति उपविधियां 1959 की संज्ञा दी गई है।

2. जब तक कि सन्दर्भ से कोई और अर्थ न निकलता हो, इन उपविधियों में—

(1) 'अधिनियम' का अर्थ हज समिति अधिनियम, 1959 (1959 का 51) होगा;

(2) 'धारा' का अर्थ इस अधिनियम की धारा होगा;

(3) 'नियम' का अर्थ इस अधिनियम की धारा 17 के अन्तर्गत बनाया गया कोई नियम होगा;

(4) 'उपसमिति का अर्थ होगा इन अधिनियम की धारा 13 के अन्तर्गत बनाई गई कोई उप समिति;

(5) 'अध्यक्ष', 'उपाध्यक्ष' और 'सदस्य' का अर्थ होगा इस समिति का अध्यक्ष, उपाध्यक्ष अथवा सदस्य, जो भी हो ;

(6) 'कार्यकारी अधिकारी' का अर्थ होगा इस समिति का कार्यकारी अधिकारी;

(7) 'अधीक्षक' का अर्थ होगा इस समिति के कार्यालय का अधीक्षक;

(8) 'लेखाधिकारी' का अर्थ होगा इस समिति के कार्यालय का लेखाधिकारी;

(9) 'कर्मचारी' का अर्थ है इस समिति के कार्यालय का कोई कर्मचारी सदस्य;

(10) 'वापसी' में यात्रियों के यात्रा का रूप, यात्रियों की सम्पदा के रूप अथवा यात्रियों के जमा रूप से सम्बद्ध सब वापसी शामिल है; और

(11) 'निर्धन यात्री कोष' का अर्थ है इस समिति के हाथ का वह कोष जो बम्बई में रुके भारतीय यात्रियों की सहायता और प्रत्यावर्तन के काम पर खर्च किया जाए;

भाग—2

3. उपाध्यक्ष का निर्वाचन, कार्यकाल और कार्य तथा अधिकार—(1) अध्यक्ष के निर्वाचन के बाद जितनी जल्दी हो सकेगा, यह समिति अपने सदस्यों में से दो उपाध्यक्ष चुनेगी।

(2) प्रत्येक उपाध्यक्ष उपस्थित मतदान करने वाले सदस्यों द्वारा साधारण बहुमत से निर्वाचित होगा। जहाँ दो उम्मेदवारों को बराबर मत प्राप्त होंगे वहाँ अध्यक्ष अपना निर्णायक मत देगा।

(3) उपाध्यक्ष अपने-अपने निर्वाचन के दिन से एक वर्ष के लिए इस पद पर रहेंगे और वे पुनर्निर्वाचन के लिए खड़े हो सकते हैं।

(4) अध्यक्ष की अनुपस्थिति में उपाध्यक्ष अध्यक्ष के वे सब काम करेगा जिनके अधिकार अध्यक्ष से उसे मिला हों। वह अन्य ऐसे अन्य कार्य भी करेगा जिनका अधिकार समय-समय पर अध्यक्ष से उसे मिलते रहे।

(5) कोई उपाध्यक्ष अगर इस समिति का सदस्य नहीं रहता तो वह उपाध्यक्ष के पद पर भी नहीं रहेगा।

(6) कोई उपाध्यक्ष एक महीने का नोटिस देकर अपने पद से त्यागपत्र दे सकता है।

(7) किसी उपाध्यक्ष को अविश्वास प्रस्ताव द्वारा उसके पद से हटाया जा सकता है, जो एक विशेष बैठक में समिति के कुल सदस्यों में से कम-से-कम दो-तिहाई सदस्यों द्वारा पास किया गया हो। इस प्रकार के प्रस्ताव पास होने के समय से ही वह उपाध्यक्ष पदच्युत समझा जाएगा।

(8) उपाध्यक्ष का पद यदि कभी अकस्मात् खाली हुआ तो वह वैसे ही भरा जाएगा जैसे कि उपाध्यक्ष का चुनाव होता है।

(9) कोई भी व्यक्ति जो इस तरह अकस्मात् रिक्त हुए स्थान पर आएगा वह जिस सदस्य के स्थान पर निर्वाचित होगा उसके कार्यकाल की शेष अवधि के लिए ही उस पद पर रहेगा। ऐसा कोई व्यक्ति पुनर्निर्वाचन के लिए खड़ा हो सकेगा।

भाग—3

4. बैठक का तरीका, नोटिस आदि—(1) समिति की सभी साधारण बैठकें अधिनियम की धारा 10(1) की शर्तों के अधीन सामान्यतः समिति के कार्यालय में महीने के किसी भी कार्य दिवस को होगी।

(2) प्रत्येक साधारण बैठक का नोटिस कार्यकारी अधिकारी द्वारा दस्ती अथवा डाक से हरेक सदस्य को उसके ज्ञान पते पर बैठक की तारीख से कम से कम 15 दिन पहले भेज दिया जाएगा, विचारणीय विषयों के कागज बाद में भी भेजे जा सकते हैं।

(3) समिति की विशेष बैठक हज समिति नियम, 1963 के नियम 10 के उपनियम (1) के उपबन्ध में निर्धारित रीति से बुलाई जाएगी।

(4) स्थगित बैठक अथवा विशेष बैठक का नोटिस अध्यक्ष द्वारा निश्चित किए गए किसी भी तरीके से बैठक की तारीख से कम-से-कम 24 घंटे पहले दिया जाएगा।

(5) बैठक के हरेक नोटिस में बैठक के स्थान, समय और तारीख का स्पष्ट उल्लेख होगा और उसके क्या काम होगा इसका भी।

(vi) बैठक की सभी कार्यवाई अंग्रेजी में होगी या उर्दू में। लेकिन अगर कोई सदस्य चाहे तो वह हिन्दी में भी बोल सकता है।

(vii) समिति की सभी बैठकों की अध्यक्षता अध्यक्ष करेगा। अध्यक्ष की अनुपस्थिति में अध्यक्ष द्वारा नामजद उपाध्यक्ष और अगर वह भी अनुपस्थित हो तो दूसरा उपाध्यक्ष और दूसरे उपाध्यक्ष के भी अनुपस्थित होने पर उपस्थित और मनदाता सदस्यों द्वारा निर्वाचित कोई अन्य सदस्य बैठकों की अध्यक्षता करेगा।

(viii) साधारण बैठक में कार्यसूची में बताए मामलों पर ही विचार किया जा सकेगा किन्तु हज़ समिति नियम 1963 के नियम 11 (4) की शर्तों के अनुसार अध्यक्ष कोई अन्य विषय भी विचारार्थ स्वीकार कर सकता है या अध्यक्ष स्वयं रख सकता है।

(ix) विशेष बैठक में केवल वही काम होगा जो उस बैठक की कार्य सूची में शामिल किया गया हो।

उपस्थित और मतदान करने वाले अधिकांश सदस्यों की स्वीकृति से कोई बैठक समय-समय पर उसी दिन किसी अन्य समय के लिए अथवा किसी अन्य दिन के लिए स्थगित की जा सकती है। इस तरह की स्थगित बैठक में केवल वे विषय ही रखे जा सकेंगे और उन्हीं पर विचार किया जा सकेगा जो बकाया रह गए हों।

अगर इस तरह की किसी स्थगित बैठक में किन्हीं बजट अनुमानों या संशोधित अनुमानों पर विचार हो रहा हो तो, नया प्रस्ताव अथवा परिवर्तन का प्रस्ताव रखा जा सकता है और उस पर विचार हो सकता है।

5. बैठकों का कार्य संचालन :—(1) किसी बैठक में होने वाले काम का क्रम कार्य-सूची में अधिसूचित कर दिया जाएगा।

अगर कोई सदस्य किसी विषय विशेष को प्राथमिकता देना चाहता हो और उपस्थित अधिकांश सदस्य ऐसा करने का निश्चय कर ले तो पीठासीन अधिकारी इस प्रकार की प्राथमिकता दे सकता है।

(2) औचित्य प्रश्न उठाए जाने पर वक्ता सदस्य बोलना बन्द कर देगा और तब तक नहीं बोलेगा जब तक कि पीठासीन अधिकारी औचित्य प्रश्न का निर्णय न कर ले। किन्तु, पीठासीन अधिकारी वक्ता सदस्य को उठाए गए औचित्य प्रश्न का उत्तर देने की अनुमति दे सकता है।

(3) जब पीठासीन अधिकारी बोलना शुरू कर दे तो वक्ता सदस्य बोलना बन्द कर देगा और अपनी जगह बैठ जाएगा।

(4) बैठक में व्यवस्था बनाए रखने की जिम्मेवारी पीठासीन अधिकारी की होगी और उसकी समझ में जिस किसी सदस्य का आचरण अव्यवस्थित और बैठक की शालीनता के अनुरूप न हो उसे वह तुरन्त बैठक से चले जाने के लिए कह सकता है। वह सदस्य तुरन्त आदेश का पालन करेगा और उस बैठक में फिर नहीं आएगा। अगर कोई सदस्य चले जाने से इंकार करे तो पीठासीन अधिकारी समिति की राय से तीन बैठकों के लिए अथवा तीन महीने की अवधि के लिए, जो भी ज्यादा हो, न आने को कह सकता है और वह सदस्य तदनुसार आदेश का पालन करेगा।

ऐसा सदस्य इस अधि में किसी भी उपसमिति में काम नहीं कर सकेगा जिनका वह सदस्य हो जब तक कि अध्यक्ष उस सदस्य से लिखित क्षमा याचना करने पर समिति की राय से उस पर से यह आयोज्यता न हटा ले ।

(5) गम्भीर अव्यवस्था हो जाने पर पीठासीन अधिकारी अधिक-से-अधिक तीन दिन के लिए बैठक स्थगित कर सकता है ।

6. (1) प्रत्येक मौलिक मकल्प और प्रस्ताव अंग्रेजी अथवा उर्दू में साफ साफ लिखा या छपा होना चाहिए और बैठक में पढ़ा जाना चाहिए और प्रस्तावक प्रस्ताव के समर्थन में बोल सकता है तथा उसे पीठासीन अधिकारी को दे देगा । बैठक में विचार होने से पहले प्रत्येक प्रस्ताव का समर्थन होना जरूरी है । समर्थक समर्थन करने समय प्रस्ताव के पक्ष में बोल सकता है ।

(2) अगर कोई सदस्य किसी प्रस्ताव का नोटिस देकर स्वयं प्रस्ताव नहीं रखता या सम्पूर्ण रूप से अधिकृत कोई सदस्य (इस तरह किया गया लिखित अधिकार-पत्र बैठक के समय पीठासीन अधिकारी को दिया जाएगा) उस प्रस्ताव को नहीं रखता तो यह समझा जाएगा कि प्रस्ताव गिर गया है लेकिन अगर सम्बद्ध सदस्य बैठक में भाग न ले सकने की अपनी असमर्थता की सूचना दे दे तो उस प्रस्ताव पर विचार अगली बैठक के लिए स्थगित कर दिया जाएगा जब तक कि अध्यक्ष अन्यथा निर्देश न दे ।

7. संशोधन :—जब कोई प्रस्ताव रखा जा चुके और उसका समर्थन किया जा चुके तब तक उसका कोई संशोधन रखा जा सकता है । अगर संशोधन स्वीकार कर लिया जाए तो इस तरह संशोधित प्रस्ताव मौलिक प्रस्ताव का रूप ग्रहण कर लेगा ।

8. प्रस्ताव वापिस लेना :—कोई भी प्रस्ताव अथवा संशोधन एक बार रखे जाने के बाद और समर्थन किए जाने के बाद फिर समिति की अनुमति से ही वापिस लिया जा सकता है ।

9. प्रस्ताव का विभाजन :—पीठासीन अधिकारी किसी भी प्रस्ताव को दो या दो से अधिक प्रस्तावों में बांट सकता है, अगर उसके विचार से प्रस्ताव इतना जटिल है कि जिसकी वजह से कोई उल्लेखन पैदा हो सकती है तो, और जिस क्रम से ठीक समझे मतदान के लिए रख सकता है ।

10. स्थगित प्रस्ताव :—विचार-विमर्श स्थगित करने का प्रस्ताव रखे जाने पर पीठासीन अधिकारी उपस्थित सदस्यों को उसके समर्थन में अथवा विरोध में बोलने के लिए उपयुक्त समय देने के बाद उसे मतदान के लिए रखेगा ।

जब कभी कोई सदस्य बोल रहा होगा उस समय इस तरह का कोई प्रस्ताव नहीं रखा जाएगा ।

11. मतदान का तरीका :—पीठासीन अधिकारी प्रत्येक प्रस्ताव को अथवा संशोधन को समिति के मत के लिए रखेगा । मतदान हाथ उठा कर किया जाएगा ।

अगर कोई सदस्य मतदान के लिए कहेगा तो, सम्बद्ध प्रश्न के समर्थन में और विरोध में मतदान करने वालों के नाम, जिनमें उन लोगों के नाम भी होंगे जिन्होंने मतदान में भाग नहीं लिया हो, पीठासीन अधिकारी रिकार्ड कर लेगा ।

मतदान का परिणाम पीठासीन अधिकारी द्वारा घोषित किया जाए और उस पर कोई आपत्ति नहीं कर सकेगा । कार्यवृत्त पुस्तिका में दर्ज मतदान का परिणाम ही परिणाम का अन्तिम प्रमाण होगा ।

12. ऐसे प्रश्न के लिए प्रस्ताव जो पहले ही निबटाया जा चुका हो :—किसी ऐसे प्रश्न के बारे में जो पहले निबटाया जा चुका हो, कोई प्रस्ताव बैठक के सामने नहीं रखा जा सकेगा जब तक कि उसके

निबटारे की तारीख को कम-से-कम तीन महीने न हो गए हों, किन्तु अगर कम-से-कम पांच सदस्य समिति से इस पर पुनः विचार करने की लिखित रूप में मांग करें, तो समिति उसी प्रश्न पर पुनः विचार कर सकती है और निर्णय ले सकती है।

13. **उपसमिति :—**(i) समिति कोई उप-समिति या उप-समितियाँ नियुक्त कर सकती है और जितने ठीक समझे उसमें सदस्य रख सकती है तथा समिति की बैठक की कार्य-सूची के किसी भी बवाल को जांच करके रिपोर्ट देने के लिए सौंप सकती है।

(ii) उन मामलों को छोड़कर जबकि किसी उप-समिति का अध्यक्ष समिति द्वारा नियुक्त किया गया हो, किसी भी उप-समिति का पीठासीन अधिकारी नियुक्त करने के लिए अधिमान्यता का निम्नलिखित क्रम रहेगा :

(क) समिति का अध्यक्ष, अगर वह उस उप-समिति का सदस्य हो।

(ख) समिति का उपाध्यक्ष, अगर वह उस उप-समिति का सदस्य हो।

(ग) कोई एक उपाध्यक्ष (अगर दोनों सदस्य हैं) जिसे उस उप-समिति के सदस्य चुन लें।

(घ) उस उप-समिति का कोई सदस्य जिसे अन्य सदस्य चुन लें समिति की बैठकों से सम्बद्ध सारे उप-विधियाँ जहाँ तक सम्भव होगा उप-समितियों की बैठकों पर भी लागू होगी :

किन्तु, किसी उप-समिति की बैठकों में किनो प्रस्ताव अथवा संशोधन के समर्थन की आवश्यकता नहीं।

हरेक उप-समिति समिति द्वारा निर्धारित अवधि में उस प्रश्न पर अपनी रिपोर्ट समिति को दे देगी जो उसे सौंपा गया होगा।

14. **कार्यवृत्त :—**(i) प्रत्येक बैठक में उपस्थित सदस्यों के नाम और उसका कार्यवृत्त सी एक किताब में दर्ज करेगा जो इसी काम के लिए दी जाएगी। यह कार्यवृत्त तैयार करने के बाद बैठक के दिन ही अथवा उसके बाद जितनी जल्दी सम्भव होगा इस किताब में दर्ज कर दिया जाएगा।

(ii) कार्यवृत्त की प्रतियाँ संबद्ध बैठक की तारीख से मान दिन के भीतर-भीतर सदस्यों को भेज दी जाएंगी।

(iii) प्रत्येक बैठक का कार्यवृत्त अगली बैठक के सामने रखा जाएगा जो यह समझा जाएगा कि उन्हें पढ़ लिया गया है, जब तक कि उपस्थित अधिकांश सदस्य उसे फिर से पढ़ने के लिए न कहें, और पीठासीन अधिकारी उपस्थित अधिकांश सदस्यों की राय से इस आगामी बैठक में इस कार्यवृत्त पर हस्ताक्षर करेगा।

अगर कोई सदस्य यह आपत्ति उठाए कि कार्यवृत्त गलत या अधूरी तरह से रिकार्ड किया गया है तो, बैठक की राय जानने के बाद, पीठासीन अधिकारी उसमें जो उचित समझे संशोधन करे और फिर उस पर हस्ताक्षर कर देगा।

(iv) समिति का कोई भी सदस्य कार्यालय खुला रहने के समय समिति के कार्यालय में समिति की कार्यवृत्त-पुस्तिका की निःशुल्क जांच कर सकेगा।

(v) अध्यक्ष 5/- रु० देने पर किसी भी मुमलमान को हज़रत समिति की किसी भी बैठक के कार्यवृत्त की जांच की इजाजत दे सकता है।

भाग IV

16. **नियम-पुस्तिकाओं आदि का प्रकाशन :—**(i) समिति यात्रियों को यात्री यातायात के सभी मामलों पर सूचना देने और समझाने के उद्देश्य से नियम पुस्तिकाएं, लघु पुस्तिका पैफ्लेट्स अथवा इशतहार प्रकाशित कर सकती है।

(ii) ये प्रकाशन उन विभिन्न भाषाओं में प्रकाशित किए जा सकते हैं जिन्हें देश के विभिन्न भागों के लोग सामान्यतः समझते हैं।

(iii) जहाज के कार्यक्रम के बारे में, जहाज और हवाई जहाज के समय में परिवर्तन होने के बारे में विदेश मुद्रा से संबंधित नियम और विनियमों के बारे में आपत्ति-नियमों के बारे में, यात्रियों के स्वास्थ्य संबंधी प्रतिबंधों और अधिनियम की धारा 9(ख) की शर्तों के अनुसार यात्रियों की जानकारी के लिए फेर-बदल आदि के साथ पैसेज की बुकिंग के बारे में समिति प्रेस नोट और प्रेस बंटन जारी कर सकती है।

भाग V

17. **यात्रियों का कल्याण :—**(i) समिति रास्ते में यात्रियों में कपड़ा और खाद्यान्न बांटने का काम कर सकती है और हेदज ज में रहने के दौरान उनके इस्तेमाल के लिए सऊदी अरब ले जा सकती है जैसा कि सऊदी अरब सरकार समय-समय पर निर्धारित करती रहे।

(ii) समिति रुके हुए यात्रियों को चिकित्सा सुविधाएं दे सकती है।

(iii) समिति यात्रियों के लिए भारत में उनके निवास के स्थान से आने और वहां जाने के आवश्यक प्रबंध भी कर सकती है।

(iv) समिति बंबई में यात्रियों को सहायता देने और उनका मार्ग-दर्शन करने के लिए आवश्यक प्रबंध कर सकती है।

(v) यात्रियों को टीका लगाने और अंतिम रूप से डाक्टरी जांच कराने आदि के तथा सरकार द्वारा लगाए इसी तरह के अन्य प्रतिबंधों के लिए समिति प्रबंध करेगी।

(vi) समिति रास्ते में यात्रियों के उचित स्थान का प्रबंध करेगी।

इन मदों पर जो खर्च आएगा वह हज समिति के कल्याण कोष से अथवा हज कोष से दिया जाएगा और इस अधिनियम की धारा 14 में बताई गई राशि उसके नाम खाते डाली जाएगी।

18. **निर्धन यात्रियों का देशप्रत्यावर्तन :—**समिति ऐसे गरीब भारतीय हज यात्रियों को सहायता देगी और उन्हें देशप्रत्यावर्तन करेगी जिन्हें हज यात्रा से लौटने के बाद फौरन ही बंबई में रुकना पड़ गया हो।

19. **एसी संपत्ति जिस पर किसी का दावा न हो :—**समिति यात्रियों की किसी भी ऐसी संपत्ति पर अपना दावा कर सकेगी जिसका कोई दावेदार न हो और जो रेलवे स्टेशन पर, कस्टम शेड में, गृहपुस्त में, यात्रियों के जहाज पर, हवाई अड्डे पर अथवा किसी मुसाफिर खाने में पड़ी हो। अगर नोटिस देने के छः महीने बाद तक कोई इस प्रकार की संपत्ति को लेने न आए तो उसे सार्वजनिक नीलामी द्वारा बेच दिया जाएगा और उसे बेचकर जो रकम आएगी वह हज कोष के खाते में जमा कर दी जाएगी।

भाग 6

20. **कार्यालय की कार्य प्रणाली** :—(i) प्रशासनिक सुविधा और काम जल्दी निबटाने के लिए आम पत्राचार का काम लेखे के काम से अलग रखा जा सकता है और उमको देख-रेख का भी अलग प्रबंध किया जा सकता है ।

(ii) प्रशासन अनुभाग अधीक्षक की सीधी देखरेख में रहेगा और यात्रियों के आवागमन के सभी मामलों को निबट एगा, जैसे, यात्रियों के पास आदि तैयार करना, जहाज और हवाई यात्रा तथा कस्टम विनियम तैयार करना, मजदूरों का प्रबंध करना, जहाज पर और हवाई अड्डे पर प्रबंध करना, स्वयं-सेवकों का, तरह-तरह की पूछताछों का प्रबंध करना, प्रकाशन करना, जगह का इन्तजाम करना, यात्रियों को चढ़ाना और उतारना तथा अन्य सामान्य काम-काज करना ।

(iii) लेखा अनुभाग लेखाधिकारी के सीधे अधीक्षण में होगा और लेखा, वेतन और भत्ते, निर्वाह निधि तथा कार्यालय सिब्बदी, पूंजी नियोजन, पूंजी नियोजन पर ब्याज, आयकर, वापसी—सभी जमा और भुगतान बजट, लेखापरीक्षा की रिपोर्टें, देशप्रत्यावाहन, वित्तीय सहायता और स्का हुआ स्टॉक, कपड़ा और खाद्यान्न के वितरण से संबद्ध सभी मामले तथा हवाई किराया लेखा—इन सभी से संबद्ध मामलों को निबटाए ।

(iv) कार्यालय का काम सही तरीके और व्यवस्थित रीति से चले, इसके लिए कार्यालय अधीक्षक और लेखाधिकारी दोनों ही कार्यकारी अधिकारी को जवाबदेह होंगे । कार्यालय अधीक्षक प्रशासन और लेखा अनुभाग की सामान्य देख-रेख रखेगा । सभी कागज, दस्तावेज और पत्राचार अधीक्षक के जरिए कार्यकारी अधिकारी के पास उसके देखने के लिए आदेशों के लिए भेजे जाएंगे ।

(vi) कार्यकारी अधिकारी जब एक सप्ताह से ज्यादा की छुट्टी पर होगा उस अवधि के लिए अध्यक्ष इस स्थान पर आवश्यक अस्थायी नियुक्ति कर सकता है और स्थानापन्न कार्यकारी अधिकारी के रूप में कार्य करने वाला व्यक्ति दस्तावेजों और महत्वपूर्ण कागजों पर तथा समझौतों पर हस्ताक्षर कर सकता है ।

(vii) जो भी पैसा आएगा वह सभी नियमित रूप से और ठीक तरह से हज कोष में जमा किया जाएगा और उसी से सारे भुगतान किए जाएंगे ।

(viii) कार्यालय के रोजमर्रा के खर्च के लिए खजान्ची एक निश्चित राशि अपने पास रख सकता है जिसका निश्चय हर वर्ष समिति अपनी आवश्यकताओं के अनुरूप करेगी ।

(ix) खजान्ची समिति द्वारा निश्चित राशि का नकद सिक्यूरिटी देगा या उतने का सिक्यूरिटी बांड भरेगा ।

21. **सिब्बदी** :—(i) समिति के कार्यालय की सिब्बदी नियमों में निर्धारित सेवा की शर्तों के अनुरूप होगी ।

(ii) सिब्बदी से संबद्ध सभी मामले भारत सरकार के मूलभूत नियमों के तथा पूरक नियमों के अनुसार तय किए जा सकते हैं ।

(iii) समिति के कर्मचारियों को उतना ही भत्ता मिलेगा जितना कि बंबई में रहने वाले केंद्रीय सरकार के कर्मचारियों को मिलता है । समिति के कर्मचारियों को आनरेरियम, निर्वाह निधि,

उपदान, छुट्टियों में यात्रा संबंधी रियायतें, डाक्टरी सहायता और वे सब भत्ते मिलेगी जो समिति केंद्र सरकार की अनुमति से समय-समय पर स्वीकार करती रहे।

(iv) समिति के कार्यालय के खुलने का समय सुबह 10.30 बजे से शाम 5.30 बजे तक होगा और 1 तथा 2 बजे के बीच में आधे घंटे का लंच रहेगा।

जब कभी जरूरत होगी समिति के कार्यालय में काम करने वाले कर्मचारियों को देर तक बैठ कर काम करना होगा।

(v) समिति अपने कार्यालय की छुट्टियों की एक सूची घोषित करेगी और प्रायः वे ही छुट्टियां रखेगी जो भारत सरकार अपने कार्यालयों के लिए रखती है।

भाग 7

22. **संविदाएं** :—(i) 25 रु० से अधिक के किसी आपातक खर्च अथवा संविदा को कार्य रूप देने या प्रचार आदि करने के लिए कार्यकारी अधिकारी कुटेशन मांगेगा जैसा कि अधिनियम एवं नियमों के अधीन समिति के निर्धारित कार्यों के अंतर्गत करना होता है।

(ii) ऐसे सभी कुटेशन मोहरबंद लिफाफे में मांगे जाएंगे और कार्यकारी अधिकारी जैसे ठीक समझेगा उन्हें खोलेगा। खास-खास मामलों में, जबकि कोई छोटा काम जल्दी करना हो वहाँ कार्यकारी अधिकारी टेन्डरों से जबानी कुटेशन ले सकता है।

(iii) काम बढ़िया और जल्दी हो, इसके लिए कार्यकारी अधिकारी जैसा ठीक समझे किसी टेन्डर में सबसे कम कुटेशन की बजाय अपेक्षाकृत ऊँचे कुटेशन को स्वीकार कर सकता है।

(iv) कार्यकारी अधिकारी विनोदाओं से टेन्डर मांगे बिना ही 25/- रु० की अनुमानित लागत का काम पूरा करवा सकता है।

भाग 8

23. **बजट** :—(i) समिति के उपाय एवं साधन तथा साल भर में होने वाले खर्च के वार्षिक एवं पूरक अनुमान तैयार करने समय, भारत सरकार के वित्तीय नियमों में निर्धारित सिद्धांतों का अनुसरण किया जाना चाहिए।

(ii) अधिकारिक वर्ष 1 अप्रैल से शुरू होगा और 31 मार्च को बंद होगा।

24. **रिकार्ड** :—(i) समिति के कार्यालय में निम्नलिखित रजिस्टर और रिकार्ड रखे जाएंगे और प्रत्येक सदस्य संदर्भ के लिए उन्हें देख सकेगा।

रजिस्टर

- (1) कार्यवृत्त-पुस्तिका
- (2) बेकार माल रजिस्टर
- (3) बाहरी पत्राचार रजिस्टर

- (4) आंतरिक पत्राचार रजिस्टर
- (5) टिकट खाता रजिस्टर जिसमें नीचे लिखी बातें दिखाई गई हों :
 - (क) मासिक हिमाव
 - (ख) स्टॉक और
 - (ग) रोजाना का हिमाव
- (6) स्टेशनरी रजिस्टर
- (7) फार्मों का रजिस्टर
- (8) विना वसियन संपत्ति का रजिस्टर (यात्रियों की संपत्ति)
- (9) लावारसी संपत्ति रजिस्टर
- (10) यात्रियों को जारी किए गए पासों का रजिस्टर
- (11) यात्री जहाजों पर जाने वाले मुलाकातियों का रजिस्टर
- (12) छोटी छोटी चीजों की सफाई का रजिस्टर
- (13) अधिकारियों को दिए जाने वाले व्योरो और वापसियों का रजिस्टर
- (14) कर्मचारियों की उपस्थिति का रजिस्टर
- (15) भारतीय राजदूतावास, जेद्दा, तथा स्थायी और राज्य हुज समितियों द्वारा समय-समय पर कार्य सूची में रखे जाने वाले गाइडों और उनके नौकरों का रजिस्टर।

रिफाई

- (1) ऐसे पत्र जिनमें प्रस्ताव हों तथा सदस्यों द्वारा भेजी गयी कोई अन्य सामग्री
- (2) गैर-सदस्यों को भेजे गए ऐसे पत्र जो समिति के दायरे में आने वाले मामलों से संबंध रखते हों
- (3) समिति द्वारा जनता के सदस्यों को भेजे गए जवाब
- (4) समिति के प्रस्ताव जो—
 - सरकार को भेजे गए हों
 - कमिशनर आफ पुलिस को भेजे गए हों
 - बंबई बंदरगाह के स्वास्थ्य अधिकारी को भेजे गए हों
 - अन्य अधिकारियों को भेजे गए हों
- (5) विविध
- (6) यात्रियों की सूचना के लिए समिति द्वारा प्रकाशित इशतहार, विज्ञापन और अधिसूचनाएं और प्रकाशन।
- (7) ऊपर 4 में बताए गए प्रस्तावों के उत्तर
- (8) कार्यालय के स्थायी आदेश
- (9) प्रस्ताव
- (10) आर्थनियम और नियम

(11) निम्नलिखित के बारे में पत्राचार

यात्रियों के पास
मुलाकातियों के पास
यात्रियों की संपत्ति
यात्रियों की जमा
यात्रियों के रास्ते का रुपया
हैजे और चेचक से मुक्ति
आने-जाने वाले यात्री जहाज
यात्री-मौसम के बारे में पूछताछ ।

निम्नलिखित बातों के बारे में शिकायतें :

चोरी, धोखाधड़ी आदि, यात्री जहाज छूटने और पहुंचने के बंदरगाह पर, व्याप्त पर डिसइन्फेक्शन शोड में, यात्रियों के आरामगाह में, पोर्ट ट्रस्ट शोड और रेलवे में असंतोषजनक प्रबंध

- (12) जमा और पैसेज का घन की वापसी का दावे
- (13) यात्रियों के देशप्रत्यावर्तन विषयक सूची और पत्राचार
- (14) मुसाफिर खाने अधिकारियों के साथ पत्राचार
- (15) निम्नलिखित बातों के बारे में पत्राचार :—

अस्पताल में भेजे गए यात्रियों और बीमा यात्रियों के लिए मेडिकल आफिसर की नियुक्ति तथा मुसाफिरखानों में रहने वाले यात्रियों के उपचार के लिए दी गई दवाइयां आदि ।

- (16) धर्मार्थ संस्थानों के खर्च पर गरीब यात्रियों को हज के लिए भेजने और यात्रियों को मुक्त खाना-पीना देने के लिए इन संस्थाओं के अधिकारियों के साथ लिखा-पढ़ी करना ।
- (17) निम्नलिखित बातों के बारे में पत्राचार
कुछ धर्मार्थ संस्थाओं के खास-ब्रास सदस्यों को मुक्त परमिट देना जो यात्रियों को जहाज-घाट, यात्री जहाज आदि पर जाने में सहायता करते हों ।
- (18) स्थायी, राज्य और जिला समितियों के साथ पत्राचार
- (19) किसी भी ऐसे अन्य मामले के बारे में पत्राचार जो ऊपर बताए गए शीर्षकों के अंतर्गत न आता हो ।

रिकाडों का रक्षण और विच्छेद

रिकाडों और रजिस्ट्रों को अथवा लेखा या प्रशासनिक कार्य से संबद्ध किसी अन्य कागज को हिराजत से रखने के विषय में भारत सरकार के सिविल अकाउंट कोड एवं परिशिष्ट में निहित नियमों का पालन किया जाना चाहिए ।

लेखा अथवा प्रशासनिक कार्य का कोई भी रिकाड या रजिस्टर कार्यकारी अधिकारी की हिराजत के बिना नष्ट नहीं किया जाएगा तथा नष्ट किए गए रिकाड अथवा रजिस्ट्रों की एक सूची रखी जाएगी

भाग 9

25. परिवर्धन एवं परिवर्तन :—समिति, केंद्र सरकार की स्वीकृति से, इनमें से कोई भी उपविधि जोड़ सकती है, बदल सकती है, निकल सकती है।

प्रभविष्णुता :—ये उपविधियाँ, केंद्र सरकार से पुष्टि मिल जाने पर और सरकारी राजपत्र में प्रकाशित होने की तारीख से लागू हो जाएंगी।

निरसन :—जब ये उपविधियाँ लागू हो जाएंगी तब 'बई की पोर्टे' हज समिति द्वारा पोर्टे हज समिति अधिनियम, 1932 (1932 का 20) की धारा 17 की उपधारा (4) के अंतर्गत बनाई गई उपविधियाँ निरसित हो जाएंगी।

[No. II-II8I (45)/64.]

बी० ए० किदवाई,

निदेशक।

MINISTRY OF HOME AFFAIRS

New Delhi, the 6th July 1966

S.O. 2084.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and other Instruments) Rules, 1958, namely:

1. (1) These rules may be called the Authentication (Orders and other Instruments) Seventh Amendment Rules, 1966.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In clause (j) of rule 2 of the Authentication (Orders and other Instruments) Rules, 1958, after the words "Assistant Educational Adviser" the words "or the Statistical Officer" shall be inserted.

[No. 3/7/66-Pub.I.]

FATEH SINGH, Jt. Secy.

CORRIGENDUM

New Delhi, the 6th July 1966

S.O. 2085.—In the Notification of the Government of India in the Ministry of Home Affairs No. F. 2/3/66-UTL dated the 10th June, 1966, published as S.O. 1786, at page 1701 of the Gazette of India Part II, section 3, sub-section (ii), dated the 18th June, 1966,—

for "sub-paragraph 4", read "sub-paragraph (2) of paragraph 4".

[No. F.2/3/66-UTL.]

P. N. VASUDEVAN, Dy. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 30th June 1966

S.O. 2086.—In exercise of the powers conferred by the proviso to article 309 of the Constitution and of all other powers enabling him in that behalf, the President here makes the following rules, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Ministry of Finance, Department of Expenditure (Recruitment of Directors) Rules, 1966.

(2) They shall come into force at once.

2. Number, Classification and Scale of pay.—The number of the posts, their classification and the scale of pay attached thereto shall be as specified in columns 2 to 4 of the Schedule hereto annexed.

3. Method of recruitment, Age limit, Qualifications etc.—The method of recruitment to the said posts, age limit, qualifications and other matters relating to the posts shall be as specified in columns 5 to 13 of the said Schedule.

4. Disqualifications.—(1) No person who has more than one wife living or who having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life-time of the spouse, shall be eligible for appointment to the post specified in the said Schedule;

(2) no woman whose marriage is void by reason of the husband having a wife living at the time of such marriage, or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the post specified in the said Schedule:

Provided that the Central Government may, if satisfied that there are special grounds for so ordering, exempt any person from the operation of this rule.

SCHEDULE

Recruitment rules for the Posts of Director in the Ministry of Finance (Department of Expenditure)

Name of post ;	No. of posts	classification	Scale of pay	Whether selection post or non-selection post	Age limit for direct recruits	Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees	Period of probation if any	Method of rectt. whether by direct rectt. or by promotion or by deputation/transfer & percentage of the vacancies to be filled by various methods	In case of rectt. by promotion deputation/transfer, grades from which promotion/ deputation/ transfer to be made	If a DPC exists what is its composition	Circumstances in which U.P.S.C. is to be consulted in making recruitment
1	2	3	4	5	6	7	8	9	10	11	12	13
Director or	One	General Central Service Class I Gazetted	Rs. 1800 —100— 2000	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	By transfer on deputation	Transfer on deputation. Suitable officers of the I.A.S. or Central Services Class I period of deputation ordinarily not exceeding 5 years	Not Applicable	As required under the rules.

[No. 1(7)—E.I. (A)/66]
R. P. SAKSENA Under Secy.

(Department of Economic Affairs)

New Delhi, the 7th July 1966

S.O. 2087.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to the Frontier Bank Ltd., New Delhi, till the 7th June 1967 or till the date of its conversion into a non-banking company/winding up of its affairs, whichever is earlier, in so far as the said provisions prohibit its Chief Executive Officer from being the Managing Director of the Gola Private Ltd.

[No. F.15(5)-BC/66.]

New Delhi, the 8th July 1966

S.O. 2088.—Statement of the Affairs of the Reserve Bank of India as on the 1st July 1966

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	30,42,01,000
		Rupee Coin	5,05,000
Reserve Fund	80,00,00,000	Small Coin	2,45,000
National Agricultural Credit (Long Term Operations) Fund	115,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	103,49,19,000
National Agricultural Credit (Stabilisation) Fund	16,00,00,000	Balances Held Abroad*	19,13,94,000
National Industrial Credit (Long Term Operations) Fund	20,00,00,000	Investments**	443,97,08,000
		Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments @	18,92,35,000

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 1st day of July 1966.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	30,42,01,000		Gold Coin and Bullion :—		
Notes in Circulation	2875,66,79,000		(a) Held in India	115,89,25,000	
Total Notes issued		2906,08,80,000	(b) Held outside India	..	
			Foreign Securities	201,42,01,000	
			TOTAL		317,31,26,000
			Rupee Coin		83,85,95,000
			Government of India Rupee Securities		2504,91,59,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2906,08,80,000	TOTAL ASSETS		2906,08,80,000

Dated the 7th day of July, 1966.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(3)-BC/66.]

V. SWAMINATHAN, Under Secy.

CENTRAL BOARD OF DIRECT TAXES**INCOME-Tax***New Delhi, the 6th July 1966*

S.O. 2089.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby directs that in its Notification No. 20(F. No. 55/1/62-IT) dated the 30th April, 1963 published as S.O. 1293 on pages 1454—1457 of the Gazette of India Part II Section 3 sub-section (II) dated the 11th May, 1963 as amended from time to time:

Against S. No. 9, Madras-I, under Column 3 of the Schedule appended thereto, the following shall be added:

“21. Company Circle, Madurai”.

This notification shall take effect from 11th July 1966.

[No. 64(F.No. 55/215/66-I.T.)]

G. M. KULKARNI, Under Secy.

MADRAS CENTRAL EXCISE COLLECTORATE, MADRAS**CENTRAL EXCISES***Madras, the 14th June 1966*

SUB.—Period of preservation of Central Excise documents—Regarding.

S.O. 2090.—In exercise of the powers vested in me under Rule 233 of the Central Excise Rules, 1944 and in continuation of the Collectorate Notification of even number dated 25th October 1965, I direct that the Central Excise licensees who are required to maintain the following documents as prescribed under the Central Excise Act and Rules etc., shall preserve the same for the period mentioned against each.

S. No.	Description of documents	Central Excise	Period of preservation
1.	D.D. 2		10 years.
2.	T.P. 4		4 years.
3.	Stock cards		3 years.

[C. No. Va/24/38/64.C.E.Pol.II.]

B. SEN, Collector.

BOMBAY CENTRAL EXCISE COLLECTORATE**CENTRAL EXCISES***Bombay, the 25th June 1966*

S.O. 2091.—In exercise of the powers conferred on me under Rule 233 of Central Excise Rules, 1944, I hereby direct that every licensed manufacturer of matches falling under Central Excise Tariff Item No. 38, within the jurisdiction of the Bombay Central Excise Collectorate, Bombay, should maintain an account in the enclosed proforma, of the raw materials such as wax, sulphur and potassium chlorate used in the manufacture of matches and that such manufacturer shall submit a monthly return in the enclosed form in triplicate to the Collector within ten (10) days of the close of the month to which it relates.

2. The record of raw materials should be maintained properly and made available for inspection by any Central Excise Officer at any time as required under Rule 228 of Central Excise Rules, 1944.

Collection—Matches—Monthly Return of Raw Materials Used

.....Month

.....Range

.....Year

.....Circle

.....Collectorate

Name of factory and its category.....

Description of raw materials	Opening balance	Quantity received	Total of columns (2) & (3)	Quantity consumed in the production of matches	Quantity consumed otherwise if any	Closing balance col. (4) mi- nus cols. (5) & (6)	Quantity of matches manufac- tured.	Consumption per 100 gross boxes of 50s.	REMARKS
1	2	3	4	5	6	7	8	9	10
1. Wax.									
2. Sulphur.									
3. Potassium Chlorate									

[No. C.E.R. 233/38/(2)/66.]

A. K. ROY,
Collector.

CENTRAL EXCISE COLLECTORATE MADHYA PRADESH AND VIDARBHA**CENTRAL EXCISES***Nagpur, the 27th June 1966*

S.O. 2092.—In exercise of the powers conferred upon me under Rule 233 of the Central Excise Rules, 1944, I hereby direct that the manufacturers of Matches in this Collectorate shall hereafter maintain a day to day account of raw materials namely, wax, sulphur and potassium chlorate used in the manufacture of matches. Such manufacturers shall also submit a monthly return of raw materials used in the form appended by the 10th of the month following to the Inspector, Central Excise concerned with copies to the under mentioned officers:—

- (i) The Superintendent/Assistant Collector of Central Excise, concerned;
- (ii) The Superintendent of Central Excise (Preventive), Central Excise Collectorate, Nagpur.

.....Month
 Year

*Central Excise—Matches—Monthly Return of
 Raw Materials Used*

.....Range
Circle
Collectorate

Name of factory and its category

Description of raw material	Opening balance	Quantity received	Total of columns (2) & (3)	Quantity consumed in the pro- duction of matches	Quantity consumed otherwise if any	Closing balance Col. (4) mi- nus cols. (5) & (6)	Quantity of matches manufac- tured.	Consumption per 100 gross boxes of 50s	REMARKS
1	2	3	4	5	6	7	8	9	10
1. Wax.									
2. Sulphur.									
3. Potassium chlorate.									

[No. 3/66.]

VIPIN MANEKLAL, Collector.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE**CENTRAL EXCISES***Bangalore, the 28th June 1966*

S.O. 2093.—In exercise of the powers conferred on me under Rule 233 of Central Excise Rules, 1944, I hereby direct that all manufacturers of Matches shall maintain proper accounts of raw materials wax, sulphur and potassium chlorate received and used in the manufacture of matches and submit a monthly return in the enclosed form to the Central Excise Officer in-charge of the factory within 7 days after the close of each month.

.....Month

Central Excise—Matches—Monthly Return of
Raw Material Used

.....Range

.....Year

.....Circle

.....Collectorate

Name of factory and its category.....

Description of raw material	Closing balance	Quantity received	Total of Columns (2) & (3)	Quantity consumed in the pro- duction of matches	Quantity consumed otherwise if any	Closing balance Col. (4) minus Cols. (5) & (6)	Quantity of matches manufac- tured	Consumpt- ion per 100 gross boxes of 50s	REMARKS
1	2	3	4	5	6	7	8	9	10
1. Wax.									
2. Sulphur.									
3. Potassium Chlorate.									

(Issued from file C. No. V/33/1/36-B1)

[No. 2/66.]

C. T. A. PILLAI, Collector.

MINISTRY OF COMMERCE

New Delhi, the 6th July 1966

S.O. 2094.—In exercise of the powers conferred on me by clauses 3, 4, 13, 14A and 17 of the Cotton Control Order, 1955, and of all other powers enabling me in this behalf, I hereby make the following order in respect of Indian cotton marketed in India from 1st September, 1966.

(1) **Permission for sale of cotton by a manufacturer.**—No manufacturer shall sell cotton to any person without the previous written permission of the Textile Commissioner.

(2) The prices stated in Schedule 'A' annexed hereto will not apply to purchase of permitted varieties for the purposes of export by an exporter. However, no such exporter shall sell in the internal market any part of such cotton purchased for export without the written permission of the Textile Commissioner. In case such permission is granted, such cotton shall be sold in the internal market at a price not exceeding the maximum price specified in Schedule 'A'.

(3) **Purchase of 'Kapas' by manufacturer.**—Every manufacturer to whom permission under sub-clause 3 of clause 13 of the Cotton Control Order, 1955 has been issued shall purchase 'Kapas' at such price that the eventual corresponding cost price of the ginned and/or pressed lint out-turn shall not exceed the maximum price fixed in Schedule 'A':

Provided that no such manufacturer shall use for his own consumption any such cotton unless surveyed by the East India Cotton Association, Ltd., Bombay in accordance with the provisions hereinafter contained. The samples for this purpose shall be drawn by the approved Controllers appointed by the East India Cotton Association Ltd., Bombay.

(4) **Filing of returns.**—Every 'A' class licence holder not being a manufacturer or a Bank, shall furnish every month to the Cotton Cell, Economic Branch, Office of the Textile Commissioner, in the form given in Annexure 'A', a statement of his actual stocks of Indian cotton so as to reach this Office on or before the 10th of the succeeding month.

(5) **Survey.**—(i) Subject to the provisions of paragraph (6) below, no manufacturer shall take delivery of any Indian cotton at a price exceeding the maximum price mentioned in the Survey certificate issued in accordance with the provisions herein contained.

(ii) Each application for survey or appeal shall be made by the manufacturer or appellant as the case may be in a form prescribed by the East India Cotton Association Ltd., Bombay, and approved by the Textile Commissioner, for the purpose from time to time.

(iii) For the purposes of survey, the manufacturer/buyer shall draw the samples in the presence of the seller, from the stamped bale on the basis of which the delivery is intended to be taken and shall forward the same duly sealed by, both the buyer and the seller, to the East India Cotton Association Ltd., Bombay.

(iv) The survey certificate shall show the name of the manufacturer, the name of the seller, the number of bales, the lot number, press running numbers of bales, press marks, description as claimed by the applicant, the award under the survey for the grade, staple and description and the maximum price which shall, however, be subject to adjustment in accordance with the provisions of sub-paragraph (ii) of paragraph 6.

(v) If either the manufacturer-applicant or the seller is not satisfied with the survey award of the East India Cotton Association Ltd., Bombay, he may prefer an appeal to the Textile Commissioner's Appeal Committee, known as *Ad Hoc Committee*, within eight days of the date of the survey award.

(6) **Minimum and maximum prices of cotton.**—(i) Subject to the other provisions hereinafter contained, the minimum and the maximum prices of cotton of the 1966-67 season of the description specified in columns (1) & (2) of the

Schedule 'A' shall be as specified in columns (3) & (4) respectively of the said Schedule:

Provided that where cotton which is the subject matter of a contract, is of a quality either inferior or superior to the basic quality referred to in columns (1) and (2) of the said Schedule, the minimum and maximum prices shall be decreased or increased as the case may be, by an amount specified in columns (5) to (15) of the said Schedule:

Provided further that no such cotton shall be considered to be of a quality superior to the basic quality as aforesaid unless its superior staple and class have been certified by the East India Cotton Association Ltd., Bombay or in appeal, by the Textile Commissioner's Appeal Committee known as *Ad Hoc* Committee and the maximum price of such cotton shall be in accordance with the description, staple and class mentioned in such certificate.

(1) (a) The prices specified in Schedule 'A' are in rupees per quintal of 100 kgs. net for delivery in full pressed bales ex-seller's godown, Bombay and include 1/4% brokerage payable by the seller to the buyer and the usual sample and stone allowance as provided in the bye-laws of the East India Cotton Association Ltd., Bombay. However, when cotton is requisitioned, no brokerage charge or any other allowance (except stone allowance in Bombay) will be permissible.

(b) The minimum and maximum prices at the place of origin shall be the price specified in Schedule 'A' reduced by a sum equivalent to the railway freight from the place of origin to Bombay and a sum equivalent to 1% of the price, subject to a minimum of Rs. 2.80 per quintal.

(c) The minimum and maximum prices for delivery at any place other than the place of origin or Bombay shall be the prices applicable in the place of origin as arrived at in accordance with the above paragraph and increased by a sum equivalent to the railway freight from the place of origin to the place of delivery to the buyer and a sum equivalent to 1% of the price subject to a minimum of Rs. 2.80 per quintal.

(d) The maximum prices specified in paragraph 6(i) and sub-paragraphs (a), (b) and (c) of paragraph 6(ii) shall be increased, where the sale is directly to a manufacturer by 1-1/4 per cent thereof, and if the sale, is directly to an 'A' class licensee by 3/4 per cent thereof, except in the case of cotton requisitioned by an order of the Textile Commissioner or any officer authorised by him in this behalf.

(e) The maximum and minimum prices specified in paragraph 6(i) and sub-paragraph (a), (b) and (c) of paragraph 6(ii) shall be decreased by Rs. 7/- per quintal when the subject matter of the contract is ginned (that is unpressed) cotton.

(f) Where Cotton which is the subject matter of a contract is loose cotton obtained by opening full pressed bale and does not exceed 15 kgs. in weight, the maximum prices specified in paragraph 6(i) and sub-paragraphs (a), (b) and (c) of paragraph 6(ii) shall be increased by 12½% thereof.

(g) The minimum price fixed under this notification shall not apply to cotton which is inferior in class or staple to that for which allowances are specified in columns (5), (6), (7) (10) and (11) of Schedule 'A' but it shall be open to any person or persons who are required to fix the exact value of any such cotton to fix a value which is less than the price specified for the lowest staple and class of cotton of the description.

(h) Nothing in this notification shall apply to a contract of sale for the purpose of export by an exporter with an overseas buyer or his agent or by a grower or middleman with an exporter or his agent.

(i) A certificate from the Textile Commissioner to the effect that the contract entered into is for the purpose of export shall be conclusive evidence of that fact.

(7) **Cotton requisitioned.**—(i) At the time of requisitioning, the holder of the cotton shall be required to declare the variety of his cotton which is intended to be requisitioned. If, however, it is found by the committee specified in Schedule 'B' in survey that the variety of the cotton is other than what had been

declared by the holder, the Textile Commissioner may require the holder to replace the cotton by the variety originally declared by him. In case of the cotton requisitioned, the holder of the cotton shall arrange for the sampling of cotton by the authorised controller. The procedure for delivery, weighment and payment of requisitioned cotton may be subject to the Bye-Laws of the East India Cotton Association Ltd., Bombay.

(ii) In case the quality of cotton requisitioned by the Textile Commissioner is found by the Committee specified in Schedule 'B' annexed hereto, to be inferior to the minimum grade or staple for which the prices are prescribed in Schedule 'A' the person in whose favour the cotton is requisitioned shall have a right to refuse to take delivery of such cotton. In the event of such refusal the holder of the cotton shall be required to replace such cotton by cotton having a staple and grade for which the prices are prescribed in the said Schedule 'A' if required by the Textile Commissioner or the holder may pay the penalty as provided in the Bye-laws of the East India Cotton Association Ltd., Bombay.

(8) **Varieties not having ceiling prices.**—No ceiling prices have been fixed for:—(a) Andrews Extra long staple cotton [Sea-Island (Andrews)] grown in the States of Andhra Pradesh, Kerala, Mysore, Maharashtra and Madras if it is certified by the Committee specified in Schedule 'B' as having staple length of above 1-3/32" and complies with the following conditions:—

(i) The seeds required for sowing such cotton in the above States have been duly approved and supplied by the Officers of the Sea-Island Cotton Development Scheme in the States of Kerala and Mysore and the Officers of the Department of Agriculture in the States of Andhra Pradesh, Maharashtra and Madras and a certificate of purity has been issued by them for the pressed bales.

(ii) The ginning and pressing of the crop of such cotton have been done under the supervision of the aforesaid officers and a certificate of purity has been issued by them for the pressed bales.

(b) Gujarat 67 (ISC-67) cotton grown in Gujarat State, if it is certified by the Committee specified in Schedule 'B' as having a staple length above 1-3/32" and complies with the following conditions:—

(i) The seeds required for sowing such cotton have been duly approved and supplied by the State Department of Agriculture.

(ii) The ginning and pressing of the crop of such cotton have been done under the supervision of the State Department of Agriculture and a certificate of purity has been issued by the Department for the pressed bales.

(c) Any other cotton which may be certified by the State Departments of Agriculture or 'Agmarked' under the Cotton Grading and Marking Rules, 1962, indicating varietal purity and further certified as having a staple length above 1-3/32" by the Committee specified in Schedule 'B'.

(9) **Description of varieties.**—(a) (i) "Vidarbha/M.P. Virnar" means cotton recognised as such and grown in Vidarbha region of Maharashtra State, Madhya Pradesh, Jhalawar district and Udaipur Division of Rajasthan and Adilabad district of Andhra Pradesh and includes "Virnar (197-3)", "Maljari", "Malvi" and "Bhoj" grown in these areas. It also includes H. 420 grown in Kurnool and Ananthapur districts of Andhra Pradesh, and Bellary and Chitradurga districts of Mysore State provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923). It also includes "Burl American" which does not conform to the definition in sub-paragraph (p) of this paragraph.

(ii) "Moglai Jarilla" means cotton recognised as such and grown in the Marathwada region (excluding the 93 villages in Soyagaon Mahal and Kannad and Bhokardan talukas of Aurangabad district) and Hingoli taluka of Parbhani district of Maharashtra State protected under the Cotton Transport Act, 1923 (3 of 1923) or other corresponding Act and includes Virnar (197/3) grown in these areas.

(iii) "Khandesh Virnar" means cotton recognised as such and grown in the districts of Ahmednagar, Sholapur, Poona, Satara, Nasik, Jalgaon and Dhulia (Excluding Nawapur and Akkalkuwa Talukas and in the 93 villages in Soyagaon

Mahal and Kannad and Bhokardan talukas of Aurangabad district of Maharashtra State protected under the Cotton Transport Act, 1923 (3 of 1923) and Varnac 197-3 grown in the Bijapur District of Mysore State. It also includes "Y-1" grown in the above area it recognised as such.

(b) (i) "Digvijay (A)" means cotton recognised as such (including Vijay) and grown in the districts of Surat, Bulsar, Broach, Baroda, Kaira (except talukas of Cambay and Petlad), Panchmahals and Sabarkantha of Gujarat State and Banswara district of Rajasthan and Mawapur and Akkalkuwa talukas of Dhulia district of Maharashtra State.

(ii) "Digvijay (B)" means cotton recognised as such (including Vijay) and grown in Cambay and Petlad talukas of Kaira district, Ahmedabad district lying South of River Sabarmati (including part of Daskoi taluka and the whole of City and Dehgam talukas) of Gujarat State. If any, "Digvijay" cotton grown in these areas is recognised as "Digvijay A", such cotton shall come under "Digvijay (A)".

(c) "Punjab American H. 14" means cotton recognised as such and grown in the State of Punjab and includes "Punjab American 216 F" grown in the States of Uttar Pradesh, Madras and Andhra Pradesh provided, that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923) or other corresponding Act. It also includes "Punjab American LL 54" grown in the Punjab State which does not conform to the definition in sub-paragraph (t) (2) of this paragraph.

(d) "Punjab American 320 F" means cotton recognised as such and grown in the States of Punjab and Uttar Pradesh and in the Ganganagar district of Rajasthan, provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes "Punjab American L.S.S."

(e) "Jayadhar" means cotton recognised as such and grown in Dharwar, Belgaum, Bijapur, Chitradurga, and Raichur districts of Mysore State and Sangli, Satara and Kolhapur districts of Maharashtra State provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes "BC-1 (Suyodhar)" grown in the above areas of Mysore State if recognised as such.

(f) "Laxmi" means cotton recognised as such and grown in Dharwar, Belgaum, Bijapur, Chitradurga, Hassan, Chikmagalur, Shimoga, Mandya, Mysore, Gulbarga, Raichur and Bellary districts of Mysore State, Kurnool, Cuddapah and Anantapur districts of Andhra Pradesh, Phaltan Taluka of Satara District, Baramati taluka of Poona district and Sangli and Sholapur districts of Maharashtra State provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes cotton recognised as such and grown in Madras State. It further includes "M.A.55" which does not conform to the definition of sub-paragraph (t) (2) of this paragraph.

(g) "Westerns" means cotton recognised as such and grown in the Bellary and Raichur districts of Mysore State and Kurnool, Anantapur, Cuddapah and Mehboobnagar districts of Andhra Pradesh and includes "Hagari 1" (Westerns Farm), "White Northerns" and "Red Northerns". It also includes certified "Adoncum" recognised as such and grown in the Mungari Tract [as defined in sub-paragraph (o) below] of Andhra Pradesh and "Coconadas 1 and 2" and "Coconadas White (741)" grown in the Coastal districts of Andhra Pradesh.

(h) "Karunganni" means cotton recognised as such and grown in Coimbatore, Tiruchirappalli, Madurai, Ramanathapuram and Tirunelveli districts of Madras State and includes "Karunganni K3 K5 and uncertified K6 (Pandyan)", "Tirunelveli" and "S lams" (Nadani, Bourbon and Uppam).

(i) "Dhollerias" means cotton recognised as such and grown in the Rajkot division of the Gujarat State and includes "Cutch", "1027", "Kadi/Viramgam", "Kadayo", "Wagad", and "Kalagin". It also includes "Kalyan" which does not conform to the definition of the cotton contained in sub-paragraph (j) of this paragraph.

(j) "Kalyan" means cotton recognised as such and grown:—

(i) In the Ahmedabad (Dholka, Dhandhuka, Sanand and Viramgam/talukas), Kaira (Cambay taluka), Banaskantha and Mehsana districts and parts of Surendranagar district of Gujarat State, provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923).

(ii) In the Rajkot division of Gujarat State, provided that the seed required for sowing has been duly approved and supplied by the State Department of the Agriculture and the produce has been certified by that Department as being "Kalyan".

(k) "Sanjay" (CJ 73) means cotton recognised as such and grown in Rajkot division of Gujarat State, and the Marathwada region of the Maharashtra State provided the cotton is certified as such by the respective State Department of Agriculture. It also includes Pratap recognised as such and grown in these areas.

(l) "Bengal Desi" means cotton recognised as such and grown in the States of Punjab, Uttar Pradesh and Rajasthan. It also includes Raniben (UP-1) cotton grown in Uttar Pradesh if recognised as such.

(m) "Oomras" means cotton recognised as such and grown in Sholapur, Ahmednagar and Poona districts and Vidarbha and Marathwada regions of Maharashtra State, Adilabad and Warangal districts of Andhra Pradesh and Chhindwara district of Madhya Pradesh. It also includes "C.P.I. and TT" and "Central India Cotton" recognised as such and grown in these areas.

(n) "Mathia" means cotton recognised as such and grown in the Rajkot division of the Gujarat State.

(o) "Mungari" means cotton recognised as such and grown in Bellary and Raichur districts of Mysore State and in the Anantapur, Cuddapah and Kurnool (except Cumbum and Markapur talukas) districts and Gadhwal and Alampur talukas of Mehboobnagar district of Andhra Pradesh.

(p) "Buri American" means cotton recognised as such and grown in the Madhya Pradesh, Kotah (except Jhalawar district), Udaipur and Ajmer Division of Rajasthan, and includes "Buri 107", "C Indore 1", "C Indore 2" and "Udaipur American", provided the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923), or other corresponding Act. It also includes uncertified "Buri 0394" recognised as such and grown in the Madhya Pradesh and uncertified "A. 51.9" grown outside the area, controlled under the Madhya Pradesh Cotton Control Act, 1954, comprising East Nimar (Khandwa) and West Nimar (Khargone) districts, Kukshi and Manawar tehsils of Dhar District and Thandla, Jhabua and Patalwad tehsils of Jhabua district of Madhya Pradesh and uncertified C.T.I. 4-21 (Badnawar-1) grown outside Badnawar tahsil of Dhar District of Madhya Pradesh. It further includes "Parbhani American" cotton recognised as such and grown in Adilabad, Uttnoor and Boath talukas of Adilabad district of Andhra Pradesh and Kinwat taluka of Nanded district.

(q) "L-147" means cotton recognised as such (known also as Buri L-147) and grown in the Vidharbha region and Jalgaon district of Maharashtra State, Adilabad district of Andhra Pradesh and Madhya Pradesh. It also includes B-147 cotton grown in the Nanded, Parbhani, Bhilar, Aurangabad and Osmanabad districts of Maharashtra State, provided that the cotton is certified as such by the State Department of Agriculture.

(r) "Gaorani 22 and 46" means cotton recognised as such and grown in Nanded (excluding Kinwat taluka and Islapur circle) Parbhani, Osmanabad, Aurangabad (excluding the 93 villages in Soyagaon Mahal, Kannad and Bhokardan talukas merged in Khandesh tract) and Bir districts of Maharashtra State, Bidar and

Gulbaraga districts of Mysore State and Adilabad (Nirmal and Mudhol talukas) and Medak (Zahirabad and Narayankhed talukas) districts of Andhra Pradesh provided that the areas in which the cotton is grown are protected under the Cotton Transport Act, 1923 (3 of 1923) or any corresponding Act. It includes "Daulat" (2204) "G.6", "G.12", "1494" grown in these areas. It further includes "Nandyal 14", "Nandicum" and "Gaorani 6" (Unri grown in the Kurnool district of Andhra Pradesh).

Prices specified for these varieties in Schedule 'A' would apply if they are (a) certified by the State Department of Agriculture or (b) Agmarked under the Cotton Grading and Marking Rules, 1962, indicating varietal purity.

(s) "AK-235 and 277" means cotton recognised as such and grown in Vidarbha region of Maharashtra State.

(t) (1) "Cambodia (A)" means cotton recognised as "Rajapalayam or M.C.U. 1 (Co. 4)" grown in Madras State and includes "MCU-3 (9030G)". It also includes "MCU 2" grown as summer crop in Ramanathapuram, Madurai and Tirunelveli districts of Madras State. It further includes "Indo-American 170-Co2" and "134-Co2" M. grown in the States of Gujarat and Maharashtra and "170-Co2" grown in Bijapur and Belgaum districts of Mysore State.

(i) The prices specified for these varieties in Schedule 'A' would apply if they are of the staple length of 1-1/32" and over and if they are (a) certified by the State Department of Agriculture or (b) 'Agmarked' under the Cotton Grading and Marking Rules, 1962, indicating varietal purity or (c) certified by the East India Cotton Association Ltd., Bombay with the right of appeal to the Committee specified in Schedule 'B' as having staple length of 1-1/32" and above. However, in the case of Cambodia 'A' cotton grown in Madras State the prices specified in Schedule 'A' would apply if they are certified by the Certification Officer duly authorised in this respect by the Director of Agriculture under the Superior Cotton Certification Scheme in the Madras State to the effect that the staple length of the cotton is not less than 1-1/32" with the right of appeal to the Committee specified in Schedule 'B' as having a staple length of 1-1/32" and above.

(ii) No cotton staple below 1-1/32" will be recognised as coming under the varieties mentioned in the above clause (t) (i).

(2) "Cambodia (B)" means cotton recognised as certified or "Agmarked" "M.A. 5" and "L.L.54" and uncertified "134-Co.2M" "170-Co2", "M.C.U.1" (Co.4), "M.C. U.2" and "M.C.U.3" (9030G) grown in the States of Madras, Gujarat, Maharashtra, Mysore, Punjab and Ganganagar district of Rajasthan. It also includes Laxmi cotton grown in the districts of Satara, Poona, Sholapur, Sangli, Ahmednagar, Nasik, Dhulia, Jalgaon, Aurangabad, Bhir, Parbhani, Osmanabad and Nanded in Maharashtra State if certified by the Director of Agriculture as having been grown in these areas and if it is more than 1" in staple. It further includes CTI-4-21 (Badnawar-1) recognised as such and grown in the Badnawar tahsil of Dhar district of Madhya Pradesh notified as controlled area under the Madhya Pradesh Cotton Control Act, 1954.

(3) "Cambodia (C)" means all Cambodia cotton recognised as such and grown in the States of Madras, Andhra Pradesh, Mysore, Kerala (Palghat district), Maharashtra, Gujarat and Madhya Pradesh. It also includes "K.6 (Pandyam)" if recognised as such and also certified by the Certification Officer duly authorised in this behalf by the Director of Agriculture under the Superior Cotton Certification Scheme in Madras State. It also includes "A.51.9" (Narmada) recognised as such and grown in the East Nimar (Khandwa) Hoshangabad and West Nimar (Khangone) districts, Kukshi and Manawar tehsils of Dhar district and Thandla, Jhabua and Petalwad tehsils of Jhabua district of Madhya Pradesh, notified as controlled area under the Madhya Pradesh Cotton Control Act, 1954.

(u) **Andrews Extra Long Staple** (otherwise known as "Sea-Island Andrews") means cotton recognised as such and grown in Kozhikode, Palghat and Trichur districts and other coastal parts of Kerala State, Hassan, Mandya, Shimoga, Chikmagalur and other districts in the Malnad area of the Mysore State and States of Maharashtra, Madras and Andhra Pradesh.

The basic minimum prices specified in Schedule 'A' will apply only if the cotton is certified (a) by the State Department of Agriculture, or (b) 'Agmarked' under the Cotton Grading and Marking Rules, 1962, indicating varietal purity.

(v) "Gujarat 67 (ISC-67)" means cotton recognised as such and grown in Gujarat State.

The basic minimum prices specified in Schedule 'A' will apply only if the cotton is certified (a) by the State Department of Agriculture, or (b) 'Agmarked' under the Cotton Grading and Marking Rules, 1962, indicating varietal purity.

(10) **Ad Hoc Committee.**—The Committee specified in Schedule 'B' shall be the Committee to which the final appeal may lie in respect of questions regarding the quality of cotton and prices. Any cotton not coming under any of the above descriptions will be submitted to the Ad Hoc Committee for classifications and for fixing the minimum and maximum prices except mixed cotton which may be sent to East India Cotton Association Ltd., Bombay for fixing the minimum and maximum prices. In case of references for fixing the minimum and maximum prices of any cotton on the basis of certificates issued for staple, grade and/or description by the East India Cotton Association Ltd., Bombay the Ad Hoc Committee may, if necessary, require the actual samples to be produced before it for a re-survey before fixing such minimum and maximum prices. On the basis of such re-survey it may give its award on staple, grade and/or description of the cotton and such award shall be final irrespective of any classification thereof made by the East India Cotton Association Ltd., Bombay.

(11) **Restrictions and conditions on Contract.**—The Contracts for the sale or purchase of Indian Cotton produced during the cotton season 1966-67 shall be subject to the following restrictions and conditions:—

(a) No person shall enter into a contract for the sale or purchase of cotton at a price less than the minimum price or more than the maximum price as fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1955, in respect of Indian Cotton produced during the cotton season 1966-67 as applicable to the subject matter of the contract having regard to the place of delivery thereunder.

(b) No person shall enter into a contract for sale with an overseas buyer for the purposes of export unless he holds a valid export licence:—

Provided however, that where the Joint Chief Controller of Imports and Exports so permits by way of Trade Notice a person may enter into a contract of sale with an overseas buyer for the purposes of export without holding a valid export licence but subject always to the terms and conditions of such Trade Notice.

(c) Every contract in which final price is not specified shall be construed as if the following clause was inserted therein *viz*:—

“The prices payable shall be within the range of the minimum and maximum prices fixed by the Textile Commissioner under clause 3 of the Cotton Control Order, 1955, in respect of Indian Cotton produced during the cotton season 1966-67”.

SCHEDULE

(Figures in brackets indicate the approx

Description of cotton in the season 1966-67 (Roller ginned)	Basic staple length in inches	Basic Minimum price per qtl. of 100 kgs.	Basic Maximum price per qtl. of 100 kgs.	"OFF" allowances for class other than basic class in rupees		
				Good	Fully Good	Pine
1	2	3	4	5	6	7
	Inches	Rs.	Rs.			
Vidarbha M.P. Vinnar	27/32	265 (942)	312 (1109)	..	4 (14.22)	Basic
Moglai Jarilla	25/32	244 (868)	287 (1022)	..	4 (14.22)	"
Khandesh Vinnar	28/32	277 (985)	326 (1160)	..	4 (14.22)	"
Digvijay "A"	28/32	315 (1120)	370 (1316)	..	8 (28.45)	4 (14.22)
Digvijay "B"	26/32	287 (1021)	338 (1202)	..	4 (14.22)	Basic
Punjab American 320F	27/32	275 (970)	323 (1150)	..	4 (14.22)	"
Punjab American H-14	28/32	298 (1060)	350 (1245)	..	4 (14.22)	"
Westerns*	26/32	258 (917)	303 (1078)	..	4 (14.22)	"
Karunganni	28/32	286 (1017)	336 (1195)	..	4 (14.22)	"
Dholleras	24/32	241 (857)	283 (1105)	..	4 (14.22)	"
Sanjay	26/32	258 (916)	303 (1078)	..	4 (14.22)	"
Bengal Deshi**		210 (740)	247 (879)	14 (49.79)	7 (24.79)	"
Oomras	20/32	216 (768)	254 (905)	..	4 (14.22)	"
Mathia & Mungarl		212 (754)	249 (886)	..	4 (14.22)	"
Buri American	29/32	296 (1053)	348 (1239)	..	4 (14.22)	"
L. 147	30/32	311 (1106)	366 (1303)	..	4 (14.22)	"
Gaorani 22 & 46	28/32	286 (1017)	337 (1197)	..	4 (14.22)	"
AK 235 & 277	28/32	286 (1017)	337 (1197)	..	4 (14.22)	"
Kalyan	25/32	252 (896)	297 (1057)	..	4 (14.22)	"
Jayadhar	28/32	288 (1024)	339 (1207)	..	4 (14.22)	"
Laxmi	29/32	309 (1099)	364 (1294)	..	4 (14.22)	"
Cambodia 'A'	1-1/32	379 (1348)	446 (1586)	..	4 (14.22)	"
Cambodia 'B'	1	331 (1177)	389 (1385)	..	4 (14.22)	"
Cambodia 'C'	30/32	310 (1102)	365 (1296)	..	4 (14.22)	" ¹
Gujarat-67 (ISC-67)	1-1/8	437 (1554)	..	..	10 (35.50)	"
Sea Island (Andrews)	1-3/16	503 (1789)	..	..	10 (35.50)	"

*Adoni-cum if certified as such by the State Department of Agriculture will be entitled

**Certified Rani-Ben (UP-I) cotton if recognised as such will be entitled to a premium of

"A"

(imate price Rupees in per candy of 784 lbs.)

"ON" allowances for class "OFF" allowances for "ON" allowances for staple above basic
other than basic class staple below in staple in rupees
in rupees basic staple in
rupees rupees

Super Pine	Extra Superfine	2/32"	1/32"	1/32"	2/32"	3/32"	4/32"
8	9	10	11	12	13	14	15
4 (14.32)	8 (28.45)	13 (46.23)	7 (24.89)	7 (24.89)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	9 (32.00)	3 (10.67)	6 (21.34)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	13 (46.23)	7 (24.89)	7 (24.89)	18 (64.01)	..	..
Basic	4 (14.22)	12 (42.74)	6 (21.34)	11 (39.12)	17 (60.46)	..	..
4 (14.22)	8 (28.45)	..	6 (21.34)	7 (24.89)	14 (49.79)	23 (81.79)	..
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	..
4 (14.22)	8 (28.45)	17 (60.46)	8 (28.45)	11 (39.12)	18 (64.01)	25 (88.90)	..
4 (14.22)	8 (28.45)	13 (46.23)	6 (21.34)	6 (21.34)	13 (46.23)	20 (71.12)	..
4 (14.22)	8 (28.45)	15 (53.34)	7 (24.89)	7 (24.89)	13 (46.23)	21 (74.67)	..
4 (14.22)	8 (28.45)	15 (53.34)	7 (24.89)	6 (21.34)	12 (42.67)	..	..
4 (14.22)	8 (28.45)	26 (92.46)	16 (56.19)	7 (24.89)	15 (53.54)	..	..
14 (49.79)	28 (99.57)	..	..	..	..	..	..
4 (14.22)	8 (28.45)	11 (39.12)	6 (21.34)	6 (21.34)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	13 (46.23)	..	..	..	..	..
4 (14.22)	8 (28.45)	..	6 (21.34)	7 (24.89)	14 (49.79)	..	..
4 (14.22)	8 (28.45)	..	9 (32.00)	10 (35.50)	21 (74.67)	..	..
4 (14.22)	8 (28.45)	14 (49.79)	8 (28.45)	6 (21.34)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	14 (49.79)	8 (28.45)	6 (21.34)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	..	4 (14.22)	6 (21.34)	12 (42.67)	19 (67.57)	..
4 (14.22)	8 (28.45)	13 (46.23)	7 (24.89)	6 (21.34)	13 (46.23)	..	..
4 (14.22)	8 (28.45)	19 (67.57)	11 (39.12)	7 (24.89)	14 (49.69)	23 (81.79)	..
4 (14.22)	8 (28.45)	..	..	19 (67.57)	47 (169.36)	..	..
4 (14.22)	8 (28.45)	..	9 (32.00)	28 (99.57)	51 (180.00)	77 (279.00)	..
4 (14.22)	8 (28.45)	15 (53.34)	8 (28.45)	9 (32.00)	19 (67.57)	29 (103.12)	..
..	..	..	..	28 (99.57)	56 (199.14)	84 (298.71)	..
10 (35.50)	20 (71.00)	..	..	28 (99.57)	56 (199.14)	84 (298.71)	112 (398.28)

to a premium of Rs. 7/- per quintal.

A. 20/- per quintal provided the staple is not below 24/32".

(Note to the Schedule of Prices)

NOTE I: In case of improved varieties of cotton approved by the State Department of Agriculture, if they are certified to have been grown in areas reserved by the Agriculture Department of the State concerned for the purpose of procuring pure seed for sowing and the crop has been duly rogued by removing off-type plants, the basic maximum price specified in column (4) above, for the particular description of cotton shall be deemed to be increased by Rs. 14.00 per quintal (Rs. 50 per candy approximately). This increase will also be admissible in respect of 'Agmarked' cotton bearing the Red and Green Labels (purity not less than 98 per cent). In respect of Cambodia 'A' Cotton grown in the Madras State and certified by the Department of Agriculture under the Superior Cotton Certification Scheme, the maximum price specified in Schedule 'A' will be increased by Rs. 14.00 per quintal (Rs. 50 per candy approximately). For 'Agmarked' cotton bearing the Black Label (purity not less than 95 per cent), the maximum prices specified in column (4) above shall be deemed to be increased by Rs. 7.00 per quintal (Rs. 25 per candy approximately).

NOTE II: The prices of Bengal Deshi specified in Schedule 'A' shall be increased by Rs. 9 per quintal (Approximately Rs. 30 per candy), if it is saw-ginned. The premium for saw-ginned cotton over roller-ginned cotton of other staple varieties will be Rs. 14.00 per quintal (Rs. 50 per candy approximately) at the floor level and Rs. 21.00 per quintal (Rs. 70 per candy approximately) at the ceiling level.

NOTE III: The prices specified in Schedule 'A' will be reduced for cotton which appears to have been deliberately mixed and/or deliberately watered. In such cases, the minimum and maximum prices shall be reduced by an approximate amount to be determined by the Committee specified in Schedule 'B' after examining the sample submitted for survey by the buyer or the seller.

NOTE IV: The Cotton grown in the Districts of Ahmednagar, Poona and Sholapur of Maharashtra State, Bijapur district of Mysore State and Summer Cambodia Uganda Crop grown in Madras State and which move in the months of July/August will be treated as new crop.

SCHEDULE 'B'

Shri R. G. Saraiya, C/o M/s Narandas Rajaram & Co. Private Limited, Bombay.

Shri Jehangir P. Patel, C/o M/s Patel Volkart Private Ltd., Bombay.

Shri Nariman Contractor, C/o M/s Tata Industries Ltd., Bombay.

Shri Pratapsinh Mathuradas C/o Vishnu Laxmi Group of Mills, 9, Wallace Street, Bombay.

Shri Hansraj Jivandas, C/o M/s Khimji Visram & Sons, Bombay.

Shri Tricumdass Chhabildas, C/o M/s Thakersey Moolji Group of Mills, Bombay.

Shri Manubhai N. Amersey, C/o M/s Amersey Damodar, Bombay.

Shri Dayaljiibhai G. Patel, Village Delad, Taluka Sayan, Surat District.

Shri K. M. Patil, Jalgaon (East Khandesh).

Shri Thakur Naharsingh Badnera.

Shri R. V. Sirur, P.O. Box No. 16, Hubli.

AND

Shri R. D. Shah, Cotton Adviser, Office of the Textile Commissioner, Bombay.

(Sd.) R. DORAISWAMY, Textile Commissioner

ANNEXURE 'A'

Return in respect of stocks of Indian Cotton at the end of in respect of this Notification.

Full name of the Licence Holder.. .. .

Licence No. A

Address.

Instructions

1. The quantity of cotton to be shown below shall include both the loose ginned cotton and pressed cotton and indicated in metric bales of 180 kgs. each.

2. The description of cotton given hereunder should be in accordance with the description of cotton listed in Schedule "A" and NOT in any other manner.

3. The form below should be filled in and submitted to reach the Cotton Cell, Economic Branch, Office of the Textile Commissioner Bombay, by the 10th of the month following the month to which the return relates.

4. If there are no figures to be furnished, a Nil Return should invariably be sent.

Sl. No.	Description	Actual Stocks held on the last day of the Month					Total Col. (5)+ Col. (8)	
		Own	A/C	Client's	A/C			
		Unsold	Sold but not delivered	Total	Unsold Sold but not de- livered	Total		
1	2	3	4	5	6	7	8	9

Details as per
Schedule 'A'

I do hereby declare that I have compared the above particulars with the records and books of my office and that they are, in so far as, I can ascertain accurate and complete.

Date.

Signature of the Licence-holder.

Place

[No. F.11(1)-Tex(A)/66.]

T. S. KUNCHITHAPATHAM, Dy. Secy.

CARDAMOM CONTROL

New Delhi, the 7th July 1966

S.O. 2055.—In exercise of the powers conferred by sub-section (2) of section 7 of the Cardamom Act, 1965 (42 of 1965), the Central Government hereby appoints Shri I. L. Sankaranarayanan, a permanent Section Officer in the Ministry of Commerce, New Delhi, as Secretary to the Cardamom Board, Ernakulam, with effect from the forenoon of the 29th June, 1966 and until further orders.

[No. 29(23)Plant(B)/66.]

B. KRISHNAMURTHY, Under Secy.

(Office of the Jt. Chief Controller of Imports & Exports)

(Central Licensing Area)

ORDER

New Delhi, the 6th June 1966

S.O. 2096.—Whereas M/s. Indian Trading Corporation, 69, Najafgarh Road, New Delhi or any Bank or any other person have not come forward, furnishing sufficient cause, against Notice No. JCCL I(CLA)/I-17/65/59 dated 18th April 1966 proposing to cancel Licences No. (1) P/SS/1522381/C, dated 21st February 1964 for Rs. 630 for import of Thread Cutting Dies excluding coventry type of dies, (2) P/SS/1523665/C dated 31st March 1964 for the import of Rolled Nickle Anode for Rs. 1200 (3) P/SS/1523470/C dated 31st March 1964 for Rs. 534 for import of Rolled Cadmium Anodes, (4) P/SS/1535513/C dated 10th November 1964 for Rs. 1350 for import of Rolled Nickle Anodes, (5) P/SS/1586843/C dated 30th April 1965 for Rs. 623 for import of Rolled Cadmium Anodes, (6) P/SS/1588283/C dated 15th September 1965 for Rs. 603 for Rolled Cadmium Anodes and (7) P/SS/1534350/C dated 7th September 1964 for Rs. 682 for Thread Cutting Dies excluding those mentioned in appendix 15 of the Rad Book granted to said M/s. Indian Trading Corporation, 69, Najafgarh Road, New Delhi by the Joint Chief Controller of Imports & Exports, (Central Licensing Area), New Delhi, Government of India in the Ministry of Commerce in exercise of the powers conferred by the clause 9 of the Import (Control) Order 1955, hereby cancel the aforesaid licences issued to M/s. Indian Trading Corporation, 69, Najafgarh Road, New Delhi.

M/s. Indian Trading Corporation, __
69, Najafgarh Road,
New Delhi.

[No. JCCL I(CLA)/I-17/65/331.]

S. K. SEN,
Jt. Chief Controller.

MINISTRY OF INDUSTRY

(Indian Standards Institution)

New Delhi, the 4th July 1966

S.O. 2097.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for bicycle rubber tubes details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1 April 1966.

THE SCHEDULE


Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking fee per Unit
1	2	3	4	5
1	Bicycle rubber tubes	IS: 2415-1963 Specification for bicycle rubber tubes	100 tubes	10 paise

[No. MD/18/2.]

S.O. 2098.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952, and the rules and regulations framed thereunder, shall come into force with effect from 1 April 1966.

THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Products to which applicable	No. & Title of Relevant Indian Standard	Verbal description of the design of the Standard Mark
1	2	3	4	5
1	IS: 2415 	Bicycle rubber tubes	IS: 2415-1963 Specification for bicycle rubber tubes	The monogram of the Indian Standards Institution consisting of letters ISJ, drawn in the exact style and relative proportions as indicated in col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. MD/17:2]

D. V. KARMARKAR,
Deputy Director General (Marks).

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 30th June 1966

S.O. 2099.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 1360 dated 23rd April 1966 under sub-section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of Section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by Sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the I.O.C. Ltd., free from all encumbrances.

To be Published U/S 6 (1) of the P. P. Act, 1962

State—Bihar	Dist.—Patna	Thana—Fatua
Village with thana—No.	Survey No. (Plot No.)	Extent in acre
Katauna T. No. 132	84	0.155
	94	0.17
	97	0.11
	207	0.07

[No. 31(47)/63-ONG/OR 9A/Pat-Vol. 24.]

V. P. AGARWAL, Under Secy.

MINISTRY OF HEALTH AND FAMILY PLANNING**ORDER***New Delhi, the 4th July 1966*

S.O. 2100.—Whereas the Government of India in the Ministry of Health and Family Planning has, by notification No. 16-22/63-MI(MPT), dated the 4th June, 1964, made in exercise of the powers conferred by the sub-section (1) of section 14 of the India Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D. (Washington University Medical School USA)" for the purposes of the said act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the India Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of publication of this order or so long as Dr. (Miss) L.A.M. Tummers who possesses the said qualification and is enrolled as a medical practitioner in accordance with the law regulating the registration of medical practitioners for the time being in force in that country, continues to work in the Holy Family Hospital, Koderma, Distt. Hazari-bagh to which she is attached for the time being for the purpose of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. (Miss) L. A. M. Tummers shall be limited.

[No. F. 19-11/66-MPT.]

P. C. ARORA, Under Secy.

MINISTRY OF TRANSPORT & AVIATION**(Department of Transport, Shipping and Tourism)****(Transport Wing)***New Delhi, the 5th July 1966*

S.O. 2101.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President is pleased to make the following rules governing the allotment of residences to the employees of the Mangalore Harbour Project, namely:—

1. **Short title, commencement and application.**—(1) These rules may be called the Mangalore Harbour Project (Allotment of Residences) Rules, 1966
- (2) They shall come into force on the 20th July 1966.
- (3) These rules shall apply to the allotment of residences to all persons who are employed in the service of the Project.
2. **Definitions.**—In these rules, unless the context otherwise requires:—
 - (a) "allotment" means the grant of a licence to occupy a residence in accordance with the provisions of these rules;
 - (b) "allotment year" means the year beginning on 1st January or such other period as may be notified by the competent authority.
 - (c) "competent authority" means the Chief Engineer and Administrator of the Mangalore Harbour Project and includes any officer in the service of the said Project authorised by him in this behalf by a general or special order to perform all or any of his functions as a competent authority under these rules;
 - (d) "eligible office" means an office under the Project the staff of which has been declared by the competent authority as eligible for accommodation under these rules;
 - (e) "emoluments" means the emoluments as defined in Fundamental Rule 45-C, but does not include any compensatory allowance;

Explanation.—In the case of an employee who is under suspension, the emoluments drawn by him on the first day of the allotment year in which he is placed under suspension, or, if he is placed under suspension on the first day of the allotment year, the emoluments drawn by him immediately before that date shall be taken as his emoluments;

(f) "family" means the wife or husband, as the case may be, and children, step children, legally adopted children, parents, brothers or sisters as ordinarily reside with and are dependent on the employee;

(g) "Government" means the Central Government;

(h) "Project" means the Mangalore Harbour Project;

(i) Priority date of an employee in relation to type of residence to which he is eligible under these rules means the earliest date from which he has been continuously drawing emoluments relevant to a particular type or a higher type in a post under the Project except for periods of leave;

Provided that in respect of a Type II, Type III or Type IV residence, the date from which the employee has been continuously in service under the Central Government shall be his priority date for that Type;

Provided further that in the case of an employee who is on deputation to any foreign service, the period of foreign service shall, on his re-posting in an eligible office under the Project, be included for the purpose of determination of his priority date.

Provided also that where the priority date of two or more employees is the same, seniority among them shall be determined by the amount of emoluments drawn by each such employee, the employee in receipt of higher emoluments taking precedence over the employee in receipt of lower emoluments; and where the emoluments are equal, by the length of service under the Project.

(j) "rent" means the sum of money payable monthly in accordance with the provisions of the Fundamental Rules in respect of a residence allotted under these rules;

(k) "residence" means any residence for the time being under the administrative control of the Project;

(l) "sub-letting" includes sharing of accommodation by an allottee with another person with or without payment of rent by such other person:

Explanation.—Any sharing of accommodation by an allottee with close relations shall not be deemed to be 'sub-letting'.

(m) "temporary transfer" means a transfer which involves an absence for a period not exceeding four months;

(n) "Transfer" means a transfer from the service of the Project to any other service or post;

(o) "type" in relation to an employee means the type of residence to which he is eligible under rule 5.

3. Ineligibility to employees owing houses for allotment under these rules.—(1) No employee shall be eligible for allotment of accommodation under these rules or, if he is already in occupation of such accommodation, to its continued retention, if:—

(a) he owns, or has, since the allotment of accommodation under these rules, become the owner in full or in part whether in his own name or in the name of any other person, of a house which is located within 8 kilo metres of the place of his duty and in which he can, in the opinion of the Project, reside consistently with his position as an employee of the Project; or

(b) his wife or any dependent child owns, or has since the allotment of accommodation under these rules, become the owner, in full or in part, of a house which is located within 8 kilo metres of the place of his duty and in which he can, in the opinion of the competent authority, reside consistently with his position as an employee of the Project; or

(2) Any employee, who, on any date (hereinafter in these rules referred to as the relevant date) subsequent to the date of his making application for allotment of accommodation under these rules becomes ineligible for such allotment under clause (a) or clause (b) of sub-rule (1), shall notify the fact to the competent authority within a period of 7 days of the relevant date. In the event of the employee's failure to do so, the competent authority may reject the application for allotment or, if an allotment has already been sanctioned, cancel such allotment with effect from the relevant date and require the employee to vacate the accommodation so allotted forthwith.

(3) Notwithstanding anything contained in sub-rules (1) and (2), the competent authority may allot or re-allot accommodation to an employee if:—

- (a) the house owned by him, his wife or any dependent child has been requisitioned by Government; or
- (b) it is proved to the satisfaction of the competent authority that such house was given out on lease;
- (i) before the posting of the employee for service under the Project; or
- (ii) before the acquisition of such house by him, his wife or any dependent child and the competent authority is satisfied that it is not possible for the lessor for reasons beyond his control to obtain vacant possession of the house;
- (c) the house is or becomes vested in a trust created by the officer after obtaining the permission of the Government under the Conduct Rules applicable to him;
- (d) the house belongs to the employee as a member of a Hindu undivided family and the competent authority is satisfied that partition of the house by metes and bounds is not feasible to make it fit for an independent residence;
- (e) the plinth area of the house is less than one third of the plinth area of house of the type to which the employee is eligible under rule 5.

(4) Where accommodation under these rules has been allotted or re-allotted to an employee under sub-rule (3), the employee shall be liable, with effect from the date specified in the order of allotment or re-allotment, to pay standard rent under Fundamental Rule 45-B or standard rent under Fundamental Rule 45-A plus 33 1/3 per cent thereof or pooled standard rent under Fundamental Rule 45-A plus 33 1/3 per cent thereof where the rents have been pooled or 10 per cent of his emoluments, whichever is the highest, for so long as he or his wife or any dependent child, as the case may be, is unable to obtain vacant possession of the house.

(5) If at any time it appears to the competent authority that no efforts have been made to obtain vacant possession of the house, it shall be open to him to give suitable directions as to the steps to be taken to obtain vacant possession of the house, and if such directions are not complied with, to cancel the allotment and to require the allottee to vacate the accommodation forthwith, or to charge rent for the accommodation, under the Government of India decision (2) below Fundamental Rule 45-B or twice the standard rent under Fundamental Rule 45-A or twice the pooled standard rent under Fundamental Rule 45-A where rents have been pooled or 15 per cent of his emoluments, whichever is the highest.

(6) The allotment of an employee to whom the provisions of clause (a) or (b) of Sub-rule (1) apply shall be cancelled with effect from the date specified in the order of cancellation. It shall, however, be open to the competent authority to allot or re-allot accommodation to the employee on payment of rent under Government of India decision (2) below Fundamental Rule 45-B or twice the standard rent under Fundamental Rule 45-A or twice the pooled standard rent under Fundamental Rule 45-A where the rents have been pooled or 15 per cent of his emoluments, whichever is the highest.

Explanation I.—In this rule, an employee is said to own a house in the name of any other person if the employee has acquired or transferred a house in the name of such other person—

- (i) without intending thereby to benefit such other person; and (ii) the employee is in actual or constructive possession of the house or enjoys its rents or profits.

Explanation II.—For the purpose of this rule, an employee shall be deemed to be the owner of a house if he is in possession thereof under an agreement of sale although the title has not been conveyed to him.

4. Allotment to husband and wife.—Eligibility in cases of employees who are married to each other:—

- (1) No employee shall be allotted a residence under these rules if the wife or the husband, as the case may be, of the employee has already been allotted a residence, unless such residence is surrendered:

Provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by any court.

- (2) Where two employees in occupation of separate residences allotted under these rules marry each other, they shall within one month of the marriage, surrender one of the residences.
- (3) If a residence is not surrendered as required by sub-rule (2) above, the allotment of the residence of the lower type shall be deemed to have been cancelled on the expiry of such period and if the residences are of the same type, the allotment of such one of them as the competent authority may decide shall be deemed to have been cancelled on the expiry of such period.
- (4) Where both husband and wife are employed under the Project, the title of each of them to allotment of a residence under these rules shall be considered independently.

5. Classification of residences.—Save as otherwise provided by these rules, an employee shall be eligible for allotment of a residence of the type shown in the table below:—

Type of residence.	Category of employee or his monthly emoluments as on the first day of the allotment year in which the allotment is made
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I	Less than Rs. 10/-
II	Less than Rs. 250/- but not less than Rs. 110/-
III	Less than Rs. 400/- but not less than Rs. 250/-
IV	Less than Rs. 700/- but not less than Rs. 400/-
V	Less than Rs. 1300/- but not less than Rs. 700/-
VI	Less than Rs. 2250/- but not less than Rs. 1300/-
VII	Rs. 2250/- and above.

NOTE.—If sufficient number of employees who are eligible for a particular type of residence are not available, the quarters of the type may be allotted to other employees who are eligible for the next higher or lower type of residence subject to the condition that, as and when eligible employees become available, the residence so allotted shall be vacated by such allottees.

6. Application for allotment.—(1) An employee who seeks allotment of residence or the continuance of allotment of a residence which has been allotted to him, may apply at any time and shall apply in that behalf, to the competent authority when directed by him to do so, and in such form and in such manner and by such date as may be prescribed by the competent authority.

(2) All applications received otherwise than in pursuance of a direction issued under sub-rule (1) shall be considered for allotment in the succeeding month if such application has been received before the 20th day of a calendar month.

7. Allotment of residences and offers.—(1) Save as provided in these rules, a residence, on falling vacant, shall be allotted by the competent authority to an applicant having the earliest priority date for that type of residence subject to the following conditions:—

- (i) The competent authority shall not allot a residence of a type higher than that to what the applicant is eligible under rule 5.
- (ii) The competent authority shall not compel any applicant to accept a residence of a lower type than that to what he is eligible under rule 5.
- (iii) The competent authority on request, from an applicant for allotment of a lower category of residence might allot to him a residence of any type below the type for which the applicant is eligible under rule 5 on the basis of his priority date for the same.

(2) The competent authority may cancel the existing allotment of an employee and allot to him an alternative residence of the same type or in emergent circumstances an alternative residence of any type below the type of residence in occupation of the employee if the residence in occupation of the employee is required to be vacated.

(3) A vacant residence may, in addition to allotment to an employee under sub-rule (1) be offered simultaneously to other eligible employees in order of their priority dates.

(4) If the competent authority is satisfied that in the interest of the Project work it is necessary that any residence should be allotted jointly to two or more employees, he may do so.

8. Maintenance of separate pools of residence for certain categories of employees.—

(1) Notwithstanding anything contained in these rules, the following pools of residence shall be maintained, namely:—

- (i) Residence for the Chief Engineer and Administrator.
- (ii) Pool for the Superintending Engineers, the Executive Engineers, the Chief Accounts Officer and the Secretary of the Project.
- (iii) Pool for lady employees except for those who are married and whose husbands are eligible for allotment under these rules.

(2) The number and type of residences to be placed in these pools shall be determined by the competent authority from time to time.

(3) *The Inter se* seniority of the employees eligible for allotment of residences under these rules shall be determined in accordance with the dates of their appointment to the posts which entitle them for consideration of allotment of residences included in the pool.

9. Out of turn Allotments.—(1) Notwithstanding the provisions of rule 7, allotment of a residence may be made by the competent authority on out-of-turn basis to an employee on grounds of serious illness of self or a member of his family in consultation, if considered necessary, with the prescribed medical authority. The priority for allotment in such cases shall be the date on which the application of the employee for out-of-turn allotment is received by the competent authority.

(2) The Chief Engineer and Administrator may allot any residence out-of-turn in special cases considering the nature of duties, conditions of deputation, etc. of the employees concerned.

10. Non-acceptance of allotment or offer or failure to occupy the allotted residence after acceptance.—(1) If an employee fails to accept the allotment of a residence within 5 days or, fails to take possession of the residence after acceptance within 8 days, from the date of receipt of the letter of allotment, he shall not be eligible for another allotment for a period of one year from the date of allotment letter.

(2) If an employee occupying a lower type of residence is allotted or offered a residence of the type for which he is eligible under rule 5 or the lower type, he may, on refusal of the said allotment or offer of allotment, be permitted to continue in the previously allotted residence on the following conditions, namely:—

- (a) that such an employee shall not be eligible for another allotment for a period of one year from the date of allotment letter for the higher class of accommodation;
- (b) while retaining the existing residence he shall be charged the same rent which he would have had to pay under Fundamental Rule 45-A in respect of the residence so allotted or offered or the rent payable in respect of the residence already in his occupation, whichever is higher;
- (c) refusal of allotment made under sub-rule (4) of rule 7 shall not mean refusal of allotment for the purpose of this rule.

11. Period for which allotment subsists and the concessional period for further retention.—(1) An allotment shall be effective from the date on which it is accepted by the employee and shall continue in force until,

- (a) the expiry of the concessional period permissible under sub-rule (2) after the employee ceases to be on duty in an eligible office under the Project;
- (b) it is cancelled by the competent authority or is deemed to have been cancelled under any provision in these rules;
- (c) it is surrendered by the employee; or
- (d) the employee ceases to occupy the residence.

(2) A residence allotted to an employee may, subject to sub-rule (3), be retained on the happening of any of the events specified in column 1 of the Table below for the period specified in the corresponding entry in column 2 thereof, provided that the residence is required for the *bona-fide* use of the employee or members of his family.

TABLE

Events	Permissible period for retention of the residence.
(i) Resignation, dismissal, removal termination of service.	1 month.
(ii) Retirement or terminal leave.	2 months.
(iii) Death of the allottee.	4 months.
(iv) Transfer to a place outside the Project.	2 months.
(v) On proceeding on foreign service in India.	2 months.
(vi) Temporary transfer in India or deputation to a place outside India.	Period of temporary transfer or deputation.
(vii) Leave (other than leave preparatory to retirement, refused leave, terminal leave, medical leave or study leave).	For the period of leave but not exceeding 4 months.
(viii) Leave preparatory to retirement or refused leave granted under Fundamental Rule 86.	For the full period of leave on full average pay subject to a maximum of 4 months inclusive of the period permissible in the case of retirement.
(ix) Study leave or deputation outside India.	For the period of leave but not exceeding 6 months.
(x) Study leave in India.	For the period of leave but not exceeding 6 months.
(xi) Leave on medical grounds.	For the full period of leave.
(xii) On proceeding on training.	For the full period of training.

Explanation.—The period permissible on transfer mentioned against items (iv), (v) and (vi) shall count from the date of relinquishing charge plus the period of leave, if any, sanctioned to and availed of by the employee before joining duty at the new office.

(3) Where a residence is retained under sub-rule (2), the allotment shall be deemed to be cancelled on the expiry of the admissible concessional period unless immediately on the expiry thereof the employee resumes duty in an eligible office under the Project.

(4) An employee who has retained the residence by virtue of the concession under item (i) or item (ii) of the Table below sub-rule (2), shall, on re-employment in an eligible office under the Project within the period specified in the said Table, be entitled to retain that residence and he shall also be eligible for any further allotment of residence:

Provided that if the emoluments of the employee on such re-employment do not entitle him to the type of residence occupied by him, he shall be allotted a lower type of residence on the occurrence of a vacancy.

12. Provisions relating to rent.—Where an allotment of accommodation or alternative accommodation has been accepted, the liability for rent shall commence from the date of occupation or the eighth day from the date of receipt of the allotment letter, whichever is earlier.

(2) An employee who, after acceptance, fails to take possession of that accommodation within 8 days from the date of receipt of the allotment letter, shall be charged rent from such date up to a period of one month or up to the date of re-allotment of that particular accommodation, whichever is earlier.

(3) Where an employee, who is in occupation of a residence is allotted another residence and he occupies the new residence, the allotment of the former residence shall be deemed to be cancelled from the day of occupation of the new

residence. He may, however, retain the former residence without payment of rent for that day and the subsequent day for shifting.

13. Personal liability of the employee for payment of rent till the residence is vacated and furnishing of surety by temporary employees.—(1) The employee to whom a residence has been allotted shall be personally liable for the rent thereof and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services provided therein by the Project during the period for which the residence has been and remains allotted to him, or where the allotment has been cancelled under any of the provisions in these rules, until the residence along with the out-houses appurtenant thereto have been vacated and full vacant possession thereof has been restored to the Project.

(2) Where the employee to whom a residence has been allotted is neither a permanent nor a quasi-permanent employee of the Project, he shall execute a security bond in the form prescribed in this behalf by the competent authority with a surety, who shall be a permanent employee of the Project, for due payment of rent and other charges due from him in respect of such residence and services and any other residence provided in lieu.

(3) If the surety ceases to be in the service of the Project or becomes insolvent or withdraws his guarantee or ceases to be available for any other reasons, the employee shall furnish a fresh bond executed by another surety within three days from the date of his acquiring knowledge of such event; and if he fails to do so, the allotment of the residence to him shall, unless otherwise decided by the Competent authority, be deemed to have been cancelled on the expiry of the time allowed for the purpose.

(4) An employee shall render himself liable to disciplinary action and to such punishment as may be decided upon by Competent authority in the case of any breach of this rule.

14. Surrender of an allotment and period of notice.—An employee may at any time surrender an allotment by giving intimation so as to reach the competent authority at least 10 days before the date of vacation of the residence. The allotment of the residence shall be deemed to be cancelled with effect from the eleventh day after the day on which the letter is received by the competent authority or the date specified in the letter, whichever is later. If he fails to give due notice, he shall be responsible for payment of rent for ten days or the number of days by which the notice given by him falls short of ten days, provided that if the competent authority is satisfied, he may accept a notice for a shorter period.

15. Change of residence.—(1) An employee to whom a residence has been allotted under these rules may apply for a change of residence within the same type. Not more than one change shall be allowed in respect of one type of residence allotted to the employee.

(2) All applications for change received upto the 19th day of a calendar month shall be included in the waiting list in the succeeding month. For purposes of this rule the employee whose names are included in the waiting list in an earlier month shall be senior en bloc to those whose names are included in the list in subsequent months. The *inter se* seniority of the employees included in the list in any particular month shall be determined in the order of their priority date.

(3) Changes shall be offered in order of seniority determined in accordance with sub-rule (2) and, having regard to the employee's preference as far as possible.

(4) If an employee fails to accept a change of residence offered to him within 5 days of the receipt of such offer or allotment he shall not be considered again for a change of allotment of that type.

(5) When the competent authority is satisfied that a change under sub-rules (1) and (3) cannot be given because of practical difficulties, his decision shall be final.

16. Change of residence in the event of death of a member of the family.—An employee may be allowed a change of residence on the death of any member of his family, if he applies for a change within three months of such occurrence, provided that the change will be given in the same type of residence as already allotted to the employee.

17. Mutual exchange of residence.—Employees to whom residence of the same type have been allotted under these rules may apply for permission to mutually exchange their residences. Permission for mutual exchanges may be granted, if both the employees are reasonably expected to be on duty under the Project and to reside in their mutually exchanged residences for at least six months from the date of approval of such exchange.

18. Maintenance of residence.—The employee to whom a residence has been allotted shall maintain the residence and premises in a clean condition to the satisfaction of the competent authority. Such employees shall not grow any tree, shrubs or plants contrary to the instructions issued by the competent authority nor cut or lop off any existing tree or shrub in any garden, courtyard or compound attached to the residence save with the prior permission in writing of the competent authority. Tree, plantation or vegetation grown in contravention of this rule may be caused to be removed by the competent authority at the risk and cost of the employee concerned.

19. Subletting and sharing of residences.—(1) No employee shall share the residence allotted to him or any of the outhouses, garages and stables appurtenant thereto except with the employees of the Project eligible for allotment of residence under these rules and with the previous sanction of the competent authority and under such conditions as he may prescribe. The servants' quarters, outhouses, garages and stables may be used only for *bona fide* purposes, including residence of the servants of the allottee, or for such other purposes as may be permitted by the competent authority.

(2) No employee shall sublet the whole of his residence:

Provided that an employee proceeding on leave may accommodate in the residence any other employee eligible for allotment of the accommodation under these rules, as a care-taker, for a period not exceeding six months with the permission of the competent authority.

(3) Any employee who shares or sublets his residence shall do so at his own risk and responsibility and shall remain personally responsible for any rent payable in respect of the residence and for any damage caused to the residence or its precincts or grounds or services provided therein by the Project beyond fair wear and tear.

20. Consequences of breach of rules of conditions.—(1) The following penalties may for good and sufficient reasons, be imposed by the competent authority, namely:—

(i) If any employee to whom a residence has been allotted unauthorisedly sublets the residence or charges rent from the sharer at a rate which the competent authority considers excessive, or erects any unauthorised structure in any part of the residence, or uses the residence or any portion thereof for any purposes other than that for which it is meant, or tampers with the electric or water connection, or commits any other breach of the rules, or the terms and conditions of the allotment, or uses the residence or premises or permits or suffers the residence or premises to be used for any purpose which the competent authority considers to be improper, or conducts himself in a manner which in his opinion, is prejudicial to the maintenance of harmonious relations with his neighbours or has knowingly furnished incorrect information in any application or written statement, with a view to securing the allotment, the competent authority may cancel the allotment of the residence.

Explanation:—In this clause, the expression "employee" includes, unless the context otherwise requires, a member of his family and any person claiming through the employee.

(ii) If the employee has in any application of statement suppressed any material fact, the competent authority may cancel the allotment with effect from the date he became ineligible for allotment of the accommodation under these rules.

(iii) If an employee sublets a residence allotted to him or any portion thereof or any of the outhouses, garages or stables appurtenant thereto, in contravention of these rules, he may, without prejudice to any other action that may be taken against him be charged enhanced rent not exceeding 4 times the standard rent under Fundamental Rule 43-A. The quantum of rent to be recovered and the period for which

the same may be recovered in each case will be decided by the competent authority on merits. In addition the employee may be debarred also from sharing the residence for such specified period as may be decided by the competent authority.

(2) Where action to cancel the allotment is taken on account of unauthorised subletting of the premises by the allottee, a period of sixty days shall be allowed to the allottee and any other person residing with him therein to vacate that premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of sixty days from the date of the orders for the cancellation of the allotment, whichever is earlier.

(3) Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with neighbours, the employee at the discretion of the competent authority may be allotted another residence in the same type at any other place.

(4) The competent authority shall be competent to take all or any of the actions under sub-rules (1) to (3) of this rule and also to declare the employee, who commits a breach of these rules and instructions issued to him, to be ineligible for allotment of residential accommodation for a period not exceeding three years.

21. Overstayal in residence after cancellation of allotment: Where after an allotment has been cancelled or is deemed to be cancelled under any provision contained in these rules, the residence remains or has remained in occupation of the employee to whom it was allotted or of any person claiming through him, such employee shall be liable to pay damages for use and occupation of the residence, services, furniture and garden charges, equal to the market rent as may be determined by the competent authority from time to time:

Provided that an employee, in special cases, may be allowed by the competent authority, to retain a residence on payment of twice the standard rent under Fundamental Rule 45-A, or twice the Pooled standard rent under Fundamental Rule 45A, whichever is higher, for a period not exceeding six months.

22. Continuance of allotments made prior to the issue of these rules.—Any valid allotment of residence which is subsisting immediately before the commencement of these rules under the rules then in force shall be deemed to be an allotment duly made under these rules notwithstanding that the employee to whom it has been made is not entitled to a residence of that type under rule 5 and all the preceding provisions of these rules shall apply in relation to that allotment and that employee accordingly.

23. Interpretation of rules.—If any question arises as to the interpretation of these rules, the same shall be decided by the competent authority.

24. Relaxation of rules.—The competent authority may for reasons to be recorded in writing, relax all or any of the provisions of the rules in the case of any employee or residence or class of employees or type of residences.

[No. 5-P6(21)/64.]

N. S. GHOSH, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 7th July 1966

S.O. 2102.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Cinematograph Act, 1952, the Central Government has been pleased to appoint Shri R. Rangarajan, Under Secretary Ministry of Transport (Transport Wing), New Delhi as Regional Officer, Central Board of Film Censors, Madras with effect from the afternoon of 30th June, 1966, vice Shri K. Kasipati.

[No. 2/1/66-FC.]

KARTAR SINGH, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 5th July 1966*

S.O. 2103.—In exercise of the powers conferred by sub-section 1 of Section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Shri B. K. Basu as Inspector of Mines subordinate to the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. 531, dated the 2nd March, 1961, namely:—

In the said notification, the following entry shall be added at the end, namely:—

“(89) Shri B. K. Basu.”

[No. 8/4/66-MI.]

New Delhi, the 6th July 1966

S.O. 2104.—In exercise of the powers conferred by sub-rule. (3) of rule 1 of the Mines Vocational Training Rules, 1966, the Central Government hereby appoints the 1st day of August, 1966, as the date on which the provisions of the said rules, except rule 9, shall come into force in respect of the coal mines situated in the States of Bihar and West Bengal.

[No. 34/1/65-MI.]

R. C. SAKSENA, Under Secy.

(Department of Labour and Employment)*New Delhi, the 5th July 1966*

S.O. 2105.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in respect of an industrial dispute between the management of the Life Insurance Corporation of India, Muzaffarpur and their workmen which was received by the Central Government on the 28th June, 1966

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No 77 OF 1964

PARTIES:

Employers in relation to Life Insurance Corporation of India, Muzaffarpur.

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad.—*Presiding Officer.*

APPEARANCES:

For the Employers.—Sarvashri P. K. Ghosh, Advocate, Calcutta High Court; D. P. Bhattacharya, N. C. Chakravarty and S. B. Dutt.

For the Employees.—Sarvashri S. N. Bhaumik and Lala N. Prasad for the Union representing the Employees.

STATE: Bihar.

INDUSTRY: Life Insurance.

*Dhanbad, dated the 21st June, 1966.***AWARD**

By its Order No. 70(5)/64-LRIV dated 27th June, 1964, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of

The Industrial Disputes Act, 1947, to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the Life Insurance Corporation of India, Muzaffarpur, and Their Workmen in respect of the matter specified in the Schedule annexed to the order of reference, which is reproduced below:

SCHEDULE

"Whether the demand of the Muzaffarpur Division Insurance Employees' Association for absorption and confirmation of the undermentioned employees and for the grant of benefits as admissible to Class IV staff is justified?

1. Shri Laxami Prasad.
2. Shri Banti Prasad.
3. Shri Gour Gopa' Roy.
4. Shri Shyam Chandra.
5. Shri Lal Jha.
6. Shri Balbhadra.
7. Shri Krishnandan Pd.
8. Shri Sarjug Singh.
9. Shri Rabindra Nath Thakur.
10. Shri Arjun Prasad.
11. Shri Kamal Mehto.
12. Shri Mahabir Sah.
13. Shri T. N. Das.
14. Shri Mohan Prasad.
15. Shri Ram Murti Rai.
16. Shri Ram Udar Singh.
17. Shri Bishwanath Manda.

2. If so, to what relief are all or any of the workmen entitled and from which date?"

2. On 21st June, 1966, both the parties appeared and filed a joint petition of compromise dated 21st June, 1966, signed by Shri Deba Prasad Bhattacharjee, Constituted Attorney, on behalf of the Life Insurance Corporation of India, and, by Shri Lala N. Prasad, Vice-President for General Secretary, Muzaffarpur Division Insurance Employees' Association, and prayed that an award in terms of the said compromise, which is marked *Annexure 'A'*, be made and the said award be made effective with effect from 1st July, 1966.

3. I have read the terms of the agreement *Annexure 'A'* and, in my opinion, they are quite fair and reasonable and, therefore, I accept them and record the compromise.

4. The result, therefore, is that the reference is disposed of in terms of the compromise dated 21st June, 1966, marked *Annexure 'A'*, and an award in terms of the compromise *Annexure 'A'* is made and the said compromise *Annexure 'A'* is made a part of the said award and this award is made effective, as jointly prayed by both the parties and as mentioned in the compromise, with effect from the 1st July, 1966.

5. This is the award which I make and submit to the Central Government.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer.

ANNEXURE A

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

In the matter of Order of Reference by the Ministry of Labour and Employment, Government of India, New Delhi, dated the 27th June, 1964.

AND

Reference Case No. 77 of 1964

In the matter of Industrial Dispute.

BETWEEN

The Life Insurance Corporation of India,

AND

Their workmen represented by the Muzaffarpur Division Insurance Employees' Association.

The humble petition of the parties above-named most respectfully.
Sheweth:

1. That the parties above-named have amicably settled the above-mentioned disputes on terms and conditions set forth hereinunder:

Terms of Settlement

(a) It is agreed that all the 17 daily-rated sub-staff involved in the above reference. (As per Annexure 'I') who are at present engaged by the Corporation, will be absorbed in the regular Class IV cadre of the Corporation in the Muzaffarpur Division without prejudice to the provisions of the Staff Regulations.

(b) The above absorption in the regular Class IV cadre in the service of the Corporation will be effective on and from 1st July, 1966, subject to medical fitness and such absorbed employees will be deemed to be confirmed in the service of the Corporation, waiving the probationary period, with effect from the said date of absorption, that is, 1st July, 1966.

2. It is further agreed that such of the within-mentioned 17 daily-rated sub-staff, who are to be appointed in the regular Class IV cadre in the manner stated above, fail or refuse to accept the appointments on the terms offered including the place of posting in the Muzaffarpur Division, shall have their services terminated forthwith without any consideration whatsoever.

3. The within-mentioned 17 daily-rated sub-staff to be appointed on regular basis in the Corporation from the prospective date, that is, 1st July, 1966, shall not be entitled to payment of any arrears of emoluments other than what have been provided for in this Terms of Settlement or any other benefits for their past association with the Corporation such as, leave, Provident Fund etc., They should be entitled to the benefits admissible to the permanent employees of the Corporation from the date of their appointment in the Corporation on confirmed basis i.e., from 1st July, 1966.

4. It is further agreed that an *ad hoc* lump sum *ex-gratia* amount of Rs. 750 (Rupees Seven hundred and fifty only) will be paid to each of the 17 daily-rated sub-staff to be absorbed in the regular service of the Corporation in the manner indicated herein above. Those who would refuse to accept the employment under the Corporation would not be eligible to the aforesaid *ex-gratia* payment.

5. It is further agreed that the bonus for the years 1962, 1963, 1964, 1965 if not paid, and upto 30th June, 1966, will be paid to such of those daily-rated sub-staff proposed to be absorbed on their satisfying the twin conditions of being in continuous service in the Corporation for a period of 6 months and also continuing to be engaged on 31st December of each of the said years at the rate applicable to such daily-rated sub-staff under the rules of the Corporation. On and from 1st July, 1966, such daily-rated sub-staff so absorbed in the regular service of the Corporation will be entitled to bonus as per rules applicable to the permanent employees of the Corporation.

6. All appointments shall take effect only after the within-mentioned daily-rated sub-staff, so absorbed, report and join in their respective offices of posting. The payment of *ad-hoc ex-gratia* lumpsum amount as also bonus, as aforesaid will be paid to them only after they have reported to their respective offices of posting within Muzaffarpur Division as per letter issued to them and have duly accepted the appointment

7. It is also agreed that the aforesaid daily-rated sub-staff who are to be absorbed in the regular class IV cadre of the Corporation in terms of settlement herein will be subject to the rules and regulations governing the terms and conditions of service of the employees of the Life Insurance Corporation of India the parties in the proceedings.

8. The above agreement is without prejudice to the rights and contentions of the parties in the proceedings.

In the circumstances your petitioners pray that an Award in terms of the Settlement herein entered into by the parties above-mentioned be passed and such further or other order or orders be passed as this Hon'ble Tribunal may deem fit and proper.

And your petitioners as in duty bound shall ever pray.

Life Insurance Corporation of India.

Sd./-

By DEBA PRASAD BHATTACHARYYA,
Constituted Attorney.

Sd./- LALA N. PRASAD,

Vice-President,
Muzaffarpur Division Insurance
Employees' Association.

Dated the 21st June, 1966.

ANNEXURE

List of Stevenson daily-rated sub-staff on Muzaffarpur Division involved in P.C.I.C. No. 77 of 1964.

Name	First day of engagement
1. Sri Lakshmi Prasad	27th April, 1962
2. „ Shyam Chandra	18th April, 1961
3. „ Banti Prasad	18th Jan., 1961
4. „ Lal Jha	6th March, 1962
5. „ Gour Gopal Roy	16th May, 1962
6. „ Balbhadra Lal	29th June, 1963
7. „ Krishna Nandan Pd.	19th April, 1963
8. „ Saryug Singh	4th April, 1962
9. „ Rabindra Nath Thakur	5th Sept., 1963
10. „ Arjun Prasad	23rd Sept., 1963
11. „ Mahabir Sah (Samastipur)	1st July, 1962
12. „ T. N. Das (Madhubani)	7th Sept. 1962
13. „ Ram Murti Rai (Hajipur)	5th Sept., 1962
14. „ Mohan Prasad (Bettiah)	25th May, 1962
15. „ Ram Udgar Singh (Darbhanga)	18th Jan., 1962
16. „ Biswanath Mandal	22nd June, 1962
17. „ Kamal Mahto	5th Jan., 1963.

Life Insurance Corporation of India

By Sd/-
DEBA PRASAD BHATTACHARJEE
Constituted Attorney
21-6-66

Sd/-

LALA N. PRASAD
Vice President

for General Secretary, Muzaffarpur Division
Insurance Employees' Association.
21-6-66

[No. 70(5)/64-LRIV.]

New Delhi, the 11th July 1966

S.O. 2106.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. Great Eastern Shipping Company Limited, Bombay and their workmen, represented by the Transport and Dock Workers' Union, Bombay which was received by the Central Government on 2nd July, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REF. NO. CGIT-57 OF 1965

PARTIES:

Employers in relation to Messrs. Great Eastern Shipping Co., Ltd.

AND

Their workmen, represented by the Transport and Dock Workers' Union.
Bombay.

PRESENT:

Shri Salim M. Merchant—Presiding Officer.

APPEARANCES:

For the Employer Company.—Shri K. M. Deseai, Advocate Supreme Court, with Shri L. V. Uttamsingh—Personal Officer.

For the Transport and Dock Workers' Union—Shri S. R. Kulkarni, Secretary and Shri R. A. Pandit, Asstt. Secretary.

Bombay, Dated 30th June, 1966

INDUSTRY: Major Port & Dock.

STATE: Maharashtra.

AWARD

1. On the joint application of the parties, the Central Government by the Ministry of Labour and Employment's Order No. 28/81/65-LR.IV, dated 31st August, 1965 made in exercise of powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the subject matter specified in the Schedule to the said order, to me for adjudication

SCHEDULE

"Whether the Dock Employees including the Daily rated workmen employed by Messrs. Great Eastern Shipping Company Ltd., Bombay, are entitled to additional dearness allowance, as demanded by the Union, vide its letter No. TD/183/765/65, dated 5th April, 1965, addressed to the Employers? If so, from what date?"

2. After the parties had filed their written statements and the dispute was heard before me at the adjourned hearing on 29th June, 1965, the parties filed a joint application recording the terms of settlement that had been reached between them on the payment of special allowance to the company's dock employees and prayed that an award be made in terms thereof. A copy of the said application is annexed hereto and marked as Annexure 'A'.

3. As I am satisfied that the said terms of settlement, in the facts and circumstances of this case, are fair and reasonable, I make an award in terms of the settlement as far as the demand under reference is concerned. Payment to be made as stated in the agreement by 10th August, 1966.

4. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

ANNEXURE A**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY**

Reference No. CGIT-57 of 1965

PARTIES:

Employers in relation to Messrs. Great Eastern Shipping Company Ltd.,

AND

Their workmen represented by the Transport and Dock Workers' Union, Bombay.

May it please the Tribunal,

We, the parties abovenamed, have reached the following settlement without prejudice to our rights and contentions in this dispute as well as the dispute in Reference No. CGIT-12 of 1966 and pray that an award may be made in terms thereof on the subject matters covered in this reference.

The management will pay to its monthly and daily rated dock employees the following increases in special allowance with effect from 1st January, 1965:—

<i>Pay Range</i>	<i>Increase in special allowance per month</i>	<i>Date from which to be paid.</i>
Rs. 70 to 109	Rs. 7'50	1-1-1965.
Rs. 110 to 149	Rs. 16'50	1-1-1965.
Rs. 150 to 209	Rs. 12'00	1-1-1965.
Rs. 210 to 399	Rs. 16'00	1-1-1965.
Rs. 400 to 599	Rs. 35'00	1-1-1965.

It is further agreed that the management shall pay to the same categories of its dock employees the following further increases in special allowance:—

<i>Pay Range</i>	<i>Increase in special allowance per month</i>	<i>Date from which to be paid.</i>
Rs. 70 to 109	Rs. 5/-	1-3-1965.
Rs. 110 to 149	Rs. 8/-	1-3-1965.
Rs. 150 to 209	Rs. 11/-	1-3-1965.
Rs. 210 to 399	Rs. 15/-	1-3-1965.
Rs. 400 and above	Rs. 20/-	1-3-1965.

<i>Pay Range</i>	<i>Increase in special allowance per month</i>	<i>Date from which to be granted.</i>
Rs. 70 to 109	Rs. 5/-	1-12-1965
Rs. 110 to 149	Rs. 8/-	1-12-1965
Rs. 150 to 209	Rs. 11/-	1-12-1965
Rs. 210 to 399	Rs. 9/-	1-12-1965
Rs. 400 and above	Rs. 10/-	1-12-1965

With regard to the daily rated dock workmen they will be paid per shift the above amounts appropriate to the wage slabs by dividing the enhanced special allowance by 26.

It is further agreed that these additional special allowances shall be treated in the same manner as the management has hitherto treated the existing special allowance.

The amounts due to the concerned working under these terms of settlement shall be paid before 10th August, 1966.

Dated at Bombay this 29th day of June, 1966.

(Sd.) L. V. Uttam Singh
For the Great Eastern Shipping Company
Ltd., Bombay.

(Sd.) S. R. KULKARNI,
For the Transport and Dock Workers'
Union, Bombay.

Before me
(Sd.) SALIM M. MERCHANT,
Presiding Officer.

[F. No. 28/81/65-LR.IV.]

ORDERS

New Delhi, the 6th July 1966

S.O. 2107.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Dharsi Moolji, Bombay and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of service of Shri Harichandra Narayan Chavan, Carpenter with effect from the 1st December 1965 by the management of Messrs Dharsi Moolji is justified? If not to what relief is the workman entitled?

[No. 28(32)/66-LR.IV.]

New Delhi, the 7th July 1966

S.O. 2108.—Whereas the Central Government is of opinion that an industrial dispute exists or is apprehended between the management of the Indian Oxygen Limited, Calcutta, and their workmen in respect of the matter specified in the Schedule hereto annexed and that the said dispute involves a question of national importance and that the dispute is also of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such dispute;

And, whereas, the Central Government is of opinion that the dispute should be adjudicated by a National Tribunal;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute to the National Tribunal constituted by the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 294 dated the 27th January, 1961, for adjudication.

SCHEDULE

Whether the workmen are entitled to a higher bonus than 17.5 per cent for the year 1964-65, as offered by the management? If so, what should be the quantum of bonus for the said year?

[No. 17/4/66/LRIV.]

New Delhi, the 8th July 1966

S.O. 2109.—Whereas the employers in relation to the Bombay Port Trust, Bombay and the Bombay Port Trust General Workers Union have jointly applied to the Central Government for reference of an industrial dispute between them to a Tribunal in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas the Central Government is satisfied that the said Bombay Port Trust General Workers Union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether action of the B.P.T. authorities in introducing rotation in respect of Diesel Engine Attendants between the Power House and the Salt Water Pump House at Butcher Island, with effect from 25th September, 1965, is justified. If not, to what relief are the Diesel Engine Attendants concerned entitled??

[No. 28(65)/66-LRIV.]

A. L. HANDA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 6th July 1966

S.O. 2110.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Mahudban Lodna Colliery of Messers Waliram and Company, post Office Jharia, District Dhanbad, and their workmen which was received by the Central Government on the 4th July, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1) (d) of The Industrial Disputes Act, 1947.

REFERENCE No. 21 OF 1964

PARTIES:

The Employers in relation to the Madhuban Lodna Colliery of Messers Waliram and Company, Post Office Jharia, District Dhanbad.

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad.—*Presiding Officer.*

APPEARANCES:

For the Employers.—Shri S. S. Mukherjee, Advocate.

For the Workmen.—Sarvashri B. Lall, Advocate and Gopal Chandra Munshi, General Secretary, Khan Mazdoor Cong-ess.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 13th May, 1966.

AWARD

Government of India, Ministry of Labour and Employment, by its Order No. 2/17/64-LRII dated the 7th February, 1964, referred under Section 10(1)(d) of The Industrial Disputes Act, 1947, (hereinafter referred to as the Act), an industrial dispute for adjudication to this Tribunal existing between the employers in relation to the Madhuban Lodna Colliery of M/s. Waliram and Company, P.O. Jharia, District Dhanbad and their workmen in respect of the matters specified in the schedule annexed to the order of reference, which is reproduced below:

SCHEDULE

"Whether the stoppage of Sarvashri (1) Usman Subjifros, (2) Ramchandra Yadav, (3) Indradeo Gond, (4) Rajnarain Kandu, and (5) Ramdeo Harijan all Prop. Mazdoors of Madhuban Lodna Colliery from the 18th November, 1963 by the management of Madhuban Lodna Colliery of Messrs Waliram and Company, Post Office Jharia (District Dhanbad) was justified? If not, to what relief are they entitled?"

2. A written statement on behalf of the concerned five workmen was filed on 13th March, 1964, by Shri B. Lall, Secretary, Khan Mazdoor Congress. The defence of the union was that these workmen had been illegally and arbitrarily stopped from their normal work with effect from 18th November, 1963, and although they reported for duties every day but were not allowed to resume their duties; that the workmen were neither given any notice nor assigned any reason for the stoppage of their work against the principles of natural justice; that the workmen of this colliery became members of the Khan Mazdoor Congress in overwhelming majority and they organised a meeting which was addressed by the President of the Union, Shri Prabhu Nath Singh, M.L.A., Bihar, who was also the Chairman, Estimate Committee, Bihar; that due to trade unionism of the workmen the management victimised them and the active and vocal workmen, like the concerned workmen, were picked out and chosen to be victimised; that, therefore the stoppage of work of these concerned workmen was illegal and, as such, the management should be asked to allow them to resume their duties.

3. On behalf of Messrs Waliram and Company a written statement was filed by Shri Mahendra Pratap, their Attorney, on 16th March, 1965. The defence was as below:

Messrs Lodna Colliery Company (1920) Limited are the Owners of Madhuban (Lodna) Colliery that M/s. Waliram and Company were appointed Sole Selling Agents and the Raising Contractors of the Madhuban (Lodna) Colliery; that Messrs Waliram and Company were sanctioned by the aforesaid Owner of the Colliery to depillar coal in patches subject to the sanction/permission of the Department of Mines; that from the very nature of works undertaken by M/s. Waliram and Company it would appear that they were of a very temporary nature and the extent thereof was very fluctuating; that these five workmen were offered temporary appointments (Exts. M. to M. 4) as Prop. Mazdoors which they accepted; that the concerned workmen had put in less than 3 months' continuous service on 18th November, 1963; that as the depillaring of the full section of the Seam, namely, about 26 ft. height, in a certain area of the colliery, was carried on, it needed closure proping and as such extra Prop. Mazdoors had to be temporarily appointed; that the Department of Mines restricted the depillaring height of the Seam from 26 ft. to 16 ft. only and on account of this restriction it was not necessary to do the extensive proping as was required when working full height of 26 ft. and thus many of the Prop. Mazdoors became surplus; that out of a total strength of Prop. Mazdoors the company selected the minimum number who were also temporary and transferred them to West Mudidih Colliery with effect from 18th November, 1963, by letters dated 13th November, 1963, Exts. M7 to Ext. M10; that West Mudidih Colliery is under the Ownership and the management of M/s.

Waliram and Company, but inspite of it the concerned Prop. Mazdoors did not accept the above transfers and thus terminated their appointments; that as per condition of service applicable to the concerned workmen, as they were temporary, the management was justified in treating their services as terminated; and, that, therefore, these concerned workmen are not entitled to any relief.

4. Shri S. S. Mukherjee, Advocate, represented the management and Sarvashri B. Lall, Advocate, and, Gopal Chandra Munshi, General Secretary, Khan Mazdoor Congress, represented the concerned workmen.

Both parties filed documents, which, with mutual consent, were taken in evidence and marked Exhibits. Documents filed by the management was marked *Exts M to M 10* and those filed by the Union were marked *Exts. W to W 2*.

Both the parties examined witnesses in support of their respective cases. On behalf of the management Shri Amanath Sharma, Superintendent of Collieries of Waliram Tancja Group, was examined as MW 1 and on behalf of the union Shri Ram Chandra Yadav, one of the five concerned workmen, who was Sl. No. 2 in the Order of Reference, was examined as WW1 and Shri Joymurath Singh, General Secretary of the Union and an employee of the colliery but not himself one of the concerned workmen, was examined as WW 2.

5. The admitted facts are: (a) that the colliery is closed, but the dispute is whether it was closed on and from 25th July, 1965, as admitted by the union, or, from 18th November, 1963, as alleged by the management and since when the concerned workmen were stopped from work; (b) that M/s. Waliram and Company, who were, as admitted by Shri Mukherjee, the Employers of the concerned workmen also, were entrusted by the Owners of the colliery to depillar the Seam in this colliery and, on the admission of MW 1, the depillaring operation was started at Madhuban Colliery from 1960 in patches; (c) the height of the depillaring of the full section of the Seam was originally 26 ft. in a certain area of the colliery, but, subsequently the Department of Mines restricted the depillaring height of the Seam from 26 ft. to 16 ft. only, according to the management, and, according to the union, from 26 ft. to 19 ft., and, (d) that as the colliery was closed, these concerned workmen became surplus.

6. On the arguments presented by Shri Mukherjee, on behalf of the management, and, by Shri Lall, on behalf of the union, the points, which arise for determination, are these:—

- (1) Whether the Madhuban (Lodna) Colliery was closed on and from 18th November, 1963, as alleged by the management, when the concerned workmen were stopped from work, or, on and from 25th July, 1965, as admitted by the Union?; and,
- (2) In either case, if the concerned workmen are entitled to any relief.

Point No. (1):

7. According to both the parties, admittedly, the mine is now closed and it has not yet re-opened. According to the management, it closed on and from 18th November, 1963, because the depillaring work with which Messrs Waliram and Company were entrusted was completed upto 16 ft. height of the Seam as subsequently restricted and ordered by the Department of Mines. According to the Union, however, the colliery was closed on and from 25th July, 1965, because the subsequently restricted height by the Department of Mines was 19 ft. and not 16 ft. to which, it was alleged by the management, it was reduced from the original height of 26 ft.

8 I will, therefore, decide first the question as to whether the colliery was closed on and from 18th November, 1963 as alleged by the management, because if this case of the management is not accepted, then, because admittedly the colliery is closed, the date of closure, as given by the union, will have to be taken as correct. The onus to prove that the colliery was closed on 18th November, 1963, on and from which date the concerned workmen were stopped work, because the depillaring upto 16 ft., had been completed, as alleged by the management, was on the management. The management has not cared to produce even the letter of the Mines Department reducing the height from 26 ft. to 16 ft., as alleged by the management, and not from 26 ft. to 19 ft., as alleged by the union. If the letter of the Mines Department would have been produced on this question, it would have been the settler of the point, but, for reasons best known to the management, this important evidence has not been produced to prove that the case of the union that the height was reduced from 26 ft., to 19 ft., was false and that actually the height was reduced from 26 ft. to 16 ft., as

alleged by the management. In such a state of evidence, and, due to the omission of the management to file the best evidence on the point, I am constrained to accept the case of the union and to hold that the restricted height was reduced from 26 ft. to 19 ft., as alleged by the union, and, not from 26 ft. to 16 ft., as alleged by the management. It is true that the management has examined MW. 1, the Superintendent of Collieries, but he has not said any word on the question as to whether the height was reduced by the Mines Department from 26 ft. to 19 ft., as alleged by the union or from 26 ft. to 16 ft., as alleged by the management. There is, therefore, no evidence, either oral or documentary on behalf of the management and the best documentary evidence in the shape of the order of the Mines Department, referred to in para. 7 of the written statement of the management, was not produced. It is not the case of the management that the Mines Department orally or on phone informed the management that the height has been reduced from 26 ft. to 16 ft. only. On the other hand, being asked by the Tribunal in course of argument Shri Mukherjee admitted that there was a written order of the Mines Department, but even then it was not produced although asked by the Tribunal orally to do so. In para. 2 of its written statement the management admitted that sanction of owners to depillar coal in patches was subject to the permission of the Department of Mines. As against this absence of evidence on behalf of the management, there is positive evidence of WW. 1, Shri Ramchandra Yadav, one of the concerned workman, in his cross examination, to the effect that the company sought permission to depillar upto height of 26 ft. "It is not a fact that in other places the permission of depillaring was upto 16 ft. height, it was 19 ft".

There is a hidden reason why the management seeks to limit the restricted height, subsequently reduced from the original height of 26 ft. to 16 ft. The reason is supplied by the evidence of WW. 1, who said in his cross examination that: "If the height is more, more people and more props are necessary." The management, therefore, to justify its case that the colliery was closed on 18th November, 1963, because the depillaring of the subsequently restricted height of 16 ft. was finished on that date, alleged the subsequently reduced restricted height to 16 ft., so that the workmen may become surplus on 18th November, 1963, otherwise if the subsequently restricted height had been 19 ft. then more props and more prop mazdoors would be required to continue the work of depillaring upto 19 ft. and in that case the colliery could not be closed on 18th November, 1963, as alleged by the management.

I, therefore, hold that the case of the union that the height of the depillaring section of the Seam was reduced by the Mines Department from 26 ft. to 19 ft. and not from 26 ft. to 16 ft., as alleged by the management, is correct.

9. In the written statement also of the management I do not find any mention of the fact that the colliery was closed on 18th November, 1963 and on that date these concerned workmen, therefore, became surplus. What is stated in paras 7 and 8 of the written of the management is that when the Prop. Mazdoors became surplus, because the full height of 26 ft. was not required to be depillared in that it was reduced to 16 ft., the management selected out of 19 Prop. Mazdoors, the minimum number, including these concerned workmen, and, transferred them to West Mudidih Colliery with effect from 8th November, 1963 by a letter dated 13th November, 1963, which is a form of letter and marked Annexure 'A' in the written statement. In the written statement the management pleaded that as these workmen did not accept their transfers, those concerned workmen automatically terminated their services, because they refused to joint at West Mudidih Colliery on 18th November, 1963, when transferred there. Here, however, the question of transfer of those concerned workmen as to whether the said transfer was legal or illegal, justified or unjustified, and was the real cause of the termination of the services of the workmen, is not the subject matter of the reference to the Tribunal, and, therefore, the Tribunal is not concerned with the validity or invalidity of these transfers. On behalf of the workmen, WW. 1, stated, as stated earlier, that "the Company sought permission to depillar upto height 26 ft. It was not a fact that in other places the permission of depillaring was upto 16 ft. height, it was 19 ft.". It may be mentioned that even in the letters of transfers Ext. M. 7 to M. 10, assuming they are genuine, and were issued to the concerned workmen under certificate of posting Exts. M. 5 and M. 6, as alleged by the management, there is no mention therein in any of these letters as to when the colliery was closed and when these concerned workmen became surplus. The only fact mentioned therein is that "services are no more required at this colliery and you are transferred to West Mudidih Colliery as you are surplus here", and, therefore, report for duty to the Manager, West Mudidih Colliery, on 18th November, 1963, and, on failure to report for duty at West

Mudidih Colliery on the above date, i.e., on 18th November, 1963, it will be presumed that you are not interested in employment. There is, therefore, no evidence on behalf of the management that the colliery was closed on 18th November, 1963, and consequently on that date these concerned workmen became surplus.

10. It may further be mentioned that according to Regulation 6 of The Coal Mines Regulations, 1957, made by the Central Government by virtue of the powers conferred on it by Sec. 57 of the Mines Act, 1952 and in supersession of the Indian Coal Mines Regulations, 1926, notice of the abandonment or discontinuance of a mine or seam has to be given to the Chief Inspector of Mines and the Regional Inspector of Mines, stating the reasons for the proposed abandonment or discontinuance and the number of persons likely to be affected thereby. If it was a fact, as is the case of the management, that the working of the seam in question of this colliery was discontinued, because, as alleged by the management, the depillaring work upto 16 ft. height to which it was subsequently restricted and reduced from the original 26 ft. height, was completed, it was obligatory on the management to give a notice of discontinuance of the working of the said seam of the colliery, but this was not done. There is no explanation as to why this mandatory notice under Regulation 6, when it was not disputed that the conditions envisaged by Regulation 6 were present, was not given. The only answer to this question is that this notice was not given, because the colliery was not closed on 18th November, 1963, as alleged by the union. It is not necessary to enquire whether such a notice was given on 25th July, 1965, or, thereafter, when it is admitted by the union that the colliery was closed on and from 25th July, 1965, and it still remains closed.

For the reasons given above, therefore, I hold that the case of the union that the colliery was closed on and from 25th July, 1965, and not from 18th November, 1963, as alleged by the management, is correct.

Para No. (2):

11. The next question is: Are the workmen entitled to any relief, if the colliery was closed on 25th July, 1965. If the colliery was closed, as found above on 25th July, 1965, and, till 18th November, 1963, the colliery was not closed, obviously because the work of depillaring had not been completed, inasmuch as, the restricted height was 19 ft., and not 16 ft., then it must be held that the stoppage of work of these five workmen from 18th November, 1963, by the management was unjustified and, therefore, these five concerned workmen will be entitled to their full wages as Prop. Mazdoors for the period from 18th November, 1963 to 25th July, 1965, and, thereafter, they will also be entitled to retrenchment compensation in accordance with Proviso to Sec. 25—FFF of the Act.

12. While deciding point No. 2, above, I have assumed that each of these five workmen had been in continuous service for not less than one year immediately before such closure, otherwise these workmen would not be entitled to any retrenchment compensation either under Sec. 25F or under Sec. 25FFF of the Act. Therefore, the question whether all these five workmen had been in continuous service for not less than one year immediately before the closure on 25th July, 1965, on 18th November, 1963, as alleged by the management under the employers concerned, has to be decided and a positive finding given on this point. On the evidence of the only witness of the management MW. 1, the depillaring operations started at Madhuban Colliery from 1960 in patches, and, during this period M/s. Waliram and Company got permission four or five times from the Mines Department as well as the Owners of the colliery to carry on the depillaring work. According to paras 3 and 4 of the written statement of the management the very type of works undertaken, namely, to depillar coal in patches, subject to the permission of the Department of Mines, by M/s. Waliram and Company, being of a temporary nature, the extent of which varied, and keeping in view the very nature and extent of works of M/s. Waliram & Co., in the colliery, which were temporary and fluctuating, these five concerned workmen were offered temporary appointments of Prop. Mazdoors, which they accepted. It is not alleged by the management that these five Prop. Mazdoors were appointed on a temporary basis in 1960, or 1963, as now alleged, and, sought to be proved by Exts. M. to M. 4. In para 5 of its written statement the management said that these concerned workmen had put in less than three months' service on 18th November, 1963. In support of the fact that on 18th November, 1963, these five workmen had not put in one year's continuous service, and that they could not have put in one year's continuous service, because they were given temporary appointments in 1963 and had put in only 3½ months' continuous service on 18th

November, 1963. the management filled temporary appointment letters, which are Exts. M to M 4, and which were proved by MW. 1, who stated that these concerned workmen put their thumb impressions on these appointment letters Exts. M to M 4, in his presence. The union however, challenged these appointment letters as faked 'ones' and contended that they had been manufactured for the purpose of the present reference. In support of its contention, the union relied on certain facts, which throw considerable suspicion on the genuineness of these appointment letters Exts. M to M 4, which are alleged by the management to have been issued in the ordinary course of business on the date and in the year alleged. These circumstances are: (i) that none of these appointment letters Exts. M to M 4, bear the signature of the Manager. The explanation for this omission, as given by the union, is that the Manager left admittedly his services in this colliery on 25th July, 1965, and, therefore he was serving elsewhere, and, as such, his signature could not have been obtained on Exts. M to M 4 and, therefore, MW. 1, himself signed all these appointment letters in the place meant for the signature of the Manager without using the word 'for' in order to give the impression that these appointment letters had been signed by the Manager. MW. 1, stated that because the Manager was on the rolls of the Lodna Colliery Ltd., he signed at the place meant for the signature of the Manager. On this question MW. 1. was cross examined and he admitted that the colliery had a qualified Manager at Madhuban Colliery, but that admitted qualified Manager was not examined by the management in support of its case that the colliery was closed on 18th November, 1963 and that the height was reduced from 26 ft. to 16 ft. and not to 19 ft., and that these concerned workmen were employed on temporary basis in 1963 as sought to be made out and as shown in Exts. M to M 4; (ii) MW. 1, has no doubt signed these appointment letters at the place meant for the signature of the Manager, but he has not put any date below his signature, as admitted by him in his cross examination, that "none of the appointment letters bear any date". No reason is given by MW. 1; as to why he did not give any date. The reason is obvious. He was in wardly conscious that these appointment letters Ext. M to W 4, were got up ones and, therefore, on pain of being detected, he gave no date to be on the safe side; (iii) MW. 1, admitted that "office clerk used to write particulars in Exts. M to M 4", but the said clerk was not examined by the management to prove the writing in the printed temporary appointment forms Exts. M to M 4; (iv) These temporary appointment forms Exts. M to M 4, at the bottom contained a column for the signature of 'witness', who was required to sign below the printed certificate: "The above terms were explained to the worker in my presence and accepted by him". But none of these appointment letters Exts. M. to M 4, bear any signature of any witness, as admitted by MW. 1, who stated in his cross examination that: "Nobody signed as witness in the forms M to M 4 as I was present personally"; (v) The thumb impression in Ext. M. 1, which is of WW. 1, appears almost blurred and WW. 1, when examined denied his thumb impression on Ext. M. and said that Ext. M. did not bear his thumb impression and that it is not a fact that he was given this appointment letter Ext. M. for three months commencing on 9th September, 1963. No other person was examined to corroborate MW. 1, that WW. 1, gave his thumb impression on Ext. M, MW. 1, on his own admission in his cross examination, did not possess any technical qualification pertaining to mining. The evidence of MW. 1, is, therefore, uncorroborated and there is only oath against oath. I find no reason to distrust the evidence of WW. 1, on oath that he did not give his thumb impression on Ext. M, and did not get Ext. M; (vi) The management did not take any step in order to prove the genuineness of Exts. M to M 4, and to get the thumb impressions on Exts M. 2 and M. 4, which are clear, and, to get the signature of Ext. M. 3, compared by any thumb impression expert by asking the Tribunal to call these concerned workmen, whose temporary appointment letters are Exts. M. to M. 4, to give their thumb impression/signature before the Tribunal in order to get them compared with their alleged thumb impressions or signatures on Exts. M to M. 4, to establish beyond doubt, that these letters of appointment were genuine. For the reasons given above and in view of the above circumstances, I confess my conscience is not satisfied and persuaded to hold that these Exts. M. to M. 4, are genuine documents and that they were issued in the ordinary course of business. Exts. M to M. 4, appear to have been written in one sitting and the writings in the body of the exhibits also appear to be with one ink and one pen.

I, therefore, held that Exts. M. to M. 4, are not reliable documents on which to accept the contention of the management that these concerned workmen were temporary employees of the employers concerned and that they had not put in more than one year's continuous service on 18th November, 1963, the date of

closure, as alleged by the management but only 3½ months service on that date. It follows, therefore, that on or before 25th July, 1965, the date of closure of the colliery, as found by me, these concerned workmen had put in much more than one years' continuous service, as required by Sec. 25F or Sec. 25FFF of the Act.

13. MW. 1, in his cross examination admitted that the Manager of West Mudidih Colliery, to which colliery these concerned workmen were transferred, was not asked to take any action against these workmen because they were temporary hands nor the colliery in question issued any termination letters to these workmen because their services were not terminated. MW. 1, has stated that these workmen were transferred to West Mudidih Colliery and in the transfer letters Exts. M. 7 to M. 10, themselves it was mentioned that if they did not join it will be presumed that they were not interested in their employment and, therefore, when the workmen did not report for duty at Mudidih Colliery of M/s. Waliram and Company it was presumed that these workmen were not interested in their employments and, therefore, neither any notice nor any chargesheet nor any letter of termination was issued to the concerned workmen. I may dispose of, although it is not necessary, the contention of the union that the transfer letters Exts. M. 7 to M. 10, are also not genuine documents but have been got up for the purpose of the present reference. According to the evidence of MW. 1, these letters of transfer Exts. M. 7 to M. 10, were sent through peon, but they were refused and, thereafter they were sent under postal certificates Exts. M. 5 and M. 6, through the post office. The Peon has not been examined nor the peon-book has been produced to show that really these letters of transfer Exts. M. 7 to M. 10, were sent through peon. It is also surprising as to why when these letters of transfer Exts. M. 7 to M. 10, were sent through a Peon and were refused, they were not sent under registered letters with acknowledgements due, which would have proved to the hilt that these letters of transfer Exts. M. 7 to M. 10, were issued and sent to the concerned workmen on 13th November, 1963, as they purport to bear the said date. This was not done. Therefore, the contention of the union that these transfer letters Ext. M. 7 to M. 10, were not sent under registered post because they were not in existence then but they have been brought into existence after the reference and, therefore, the certificates of posting Exts. M. 5 and M. 6, have no value. For these reasons, I am inclined to hold that these transfer letters Exts. M. 7 to M. 10, are not genuine and have been manufactured for the purpose of the present reference, but, as I have stated earlier, I am not concerned here with the legality or illegality, justifiability or unjustifiability of the alleged transfers, when the specific question referred to the Tribunal is whether the stoppage of work of these concerned workmen on 18th November, 1963, was justified.

It is true that on reading the written statement of the management, particularly paras 8 to 10, it appears that the case of the management is that as these workmen did not accept their orders of transfer and they did not report at the new colliery their services automatically stood terminated.

14. The best evidence to negative the contention of the union that these concerned workmen were permanent workmen, some working for more than 3½ years, as deposed to by WW. 2, & WW. 1, and, as denied by MW. 1, would have been the production of the Form 'B' Register, which is maintained, in every colliery and also at this colliery, as admitted by MW. 1. MW. 1, stated that Form 'B' Register of the employees of the colliery, including of the concerned workmen, working under the employers concerned, were produced before the Conciliation Officer, but from the Failure of Conciliation Report dated 15th January, 1964, Ext. W. 2, it appears that this statement of MW. 1, is not true, because in Ext. W. 2, it is specifically mentioned that the management neither sent any information nor attended nor submitted any written statement as requested before and, therefore, there was no representative of the management at all. If that was so and if the management non-co-operated with the Conciliation proceedings, I am surprised how MW. 1, dared to say that "At times we showed the Form 'B' register during the conciliation." The position, therefore, is that the management, though maintained the Form 'B' Register, as admitted by MW. 1, did not produce it either before the Conciliation Officer or before the Tribunal, Obviously because if produced the case of the union would have been established that each of these concerned workmen had been in continuous service for not less than one year on 18th November, 1963.

15. Before the Tribunal, however, it was stated on behalf of the management, that there was a theft in the colliery and Form 'B' register, along with several other registers, were stolen and an information was lodged with the Police, in which Form 'B' register was also mentioned as one of the documents stolen. In

support of this a petition was filed on 10th June, 1965, supported by an affidavit and accompanied by a copy of the Sancha lodged.

On 12th May, 1965, an objection was filed by the union against the Sancha and the affidavit filed by the management on 10th June 1966. The Sancha is not a certified copy of the original Sancha, obtained through the proper channel. It is typed on the letter head of Waliram and Company and noted as 'True copy' and purports to bear the seal probably of the Police Station, Baghmara, Dhanbad. In the absence of a certified copy of the original Sancha, it is very difficult to rely on it. Moreover, there is no documents even in the Shape of oral evidence, as to what was the result of this Sancha, that is whether the story of missing of reasons, including Form 'B' register, was found to be true. It is true that there is an affidavit by MW. 1, to the effect that amongst records, Form 'B' Registers were taken away or destroyed by the miscreants on 4th April, 1964. The union denied that any Form 'B' Register was found missing. It is true that this objection of the union is not supported by an affidavit. But the fact that MW. 1, falsely stated that they (meaning of course himself also) at times attended the conciliation on behalf of the management and that the Form 'B' Register was shown during the conciliation, which is falsified by Ext. W. 2, and that the story of missing of records took place on 4th April, 1964, but the conciliation took place in 1963, clearly go to show that to make up this omission, as an after-thought, the story of missing of records, including the Form 'B' Register, was introduced in 1964 and a Sancha was lodged to that effect. I do not believe the story of missing of Form 'B' Register, as made out in the Sancha. In my opinion, the management deliberately did not produce it before the Conciliation Officer. When admittedly the Form 'B' Register was in possession of the management but now after the present reference on 20th February, 1964, this missing story is introduced in April, 1964, in order to avoid its production, which if produced would have proved the case of the Union.

16. For the reasons given above, therefore, I hold that each of these five workmen had been in continuous service for not less than one year under the employers concerned on 18th November, 1963, and that they continued in service till 25th July, 1965, and therefore, they were entitled also to the retrenchment compensation in accordance with the proviso to Sec. 25FFF of the Act.

17. The result, therefore, is that the reference is answered in favour of the workmen by holding that the stoppage of work of Sarvashi (i) Usman Subjifros, (2) Ramchandra Yadav, (3) Indradeo Gond (4) Rajnarain Kandu, and (5) Ramdeo Harijan, and Prop Mazdoors of Madhuban (Lodna) Colliery, from 18th November, 1963, by the management of Madhuban Lodna Colliery of M/s. Waliram and Company, P.O. Jharia, District Dhanbad, was unjustified, and, therefore, they were entitled to their full wages as Prop Mazdoors from 18th November, 1963 to 25th July, 1965, when admittedly the colliery was closed and when they became surplus, and, that they were entitled further to retrenchment compensation in accordance with the proviso to Sec. 25FFF of the Act.

18. This is the award which I make and submit to the Central Government under Sec. 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer.
[No. 2/17/64-LRII.]

New Delhi, the 7th July 1966

S.O. 2111.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Ramnagar Colliery, Post Office Ramnagar Colliery, District Shahdol, Madhya Pradesh, and their workmen which was received by the Central Government on the 2nd July, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REF. No. CGIT-63 of 1965

PARTIES:

Employers in relation to the Ramnagar Colliery, P.O. Ramnagar, Colliery, Dist. Shahdol (M.P.).

AND

Their workmen.

PRESENT:Shri Salim M. Merchant—*Presiding Officer.**Bombay, dated this 30th Day of June, 1966*

INDUSTRY: Coal Mining.

STATE: Madhya Pradesh.

AWARD—PART I

1. The Central Government, by the Ministry of Labour and Employment's Order No. 5/26/65-LRII, dated 13th October, 1965 made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the subject matter specified in the Schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the following workmen of Ramnagar Colliery left their services of their own accord and if not, whether their demand for reinstatement with back wages from the date shown against each is justified, and if so, to what relief are they entitled?"

<i>Name of workman</i>	<i>Date of claim</i>
(1) Nathoo S/o Harilal	24-1-1965
(2) Jagbhan S/o Vishnath	24-1-1965
(3) Baldev S/o Moti	24-1-1965

2. Thereafter, the Management of the Ramnagar Colliery, by its application dated 6th May, 1966, forwarded to me the memorandum of settlement dated 4th May, 1966 entered into by the workman Baldev S/o Moti under which the Management agreed to re-employ him in service from 6th May, 1966 and the said workman Shri Baldev S/o Moti agreed not to have any claim for the past period. A copy of the said joint application is annexed hereto and marked as Annexure 'A'.

3. The Ramnagar Colliery Shramik Sangh which represents the workman, has intimated to this Tribunal by its letter dated 21st June, 1966 that it has no objection to the said terms of settlement.

4. I, therefore, accept the settlement and make an Award Part I in terms thereof, as far as the claim of the workman Baldev S/o Moti is concerned

5. No order as to costs.

(Sd.) SALIM M. MERCHANT.
Presiding Officer.

ANNEXURE 'A'

Dated the 4th May, 1966

The Memorandum of Settlement arrived between the Employer of M/s Vindhya Collieries Private Ltd., Ramnagar Colliery, Post: Ramnagar Colliery, Distt: Shahdol, (M.P.)

AND

Workman, Shri Baldeo S/o Moti (Reference No. CGIT 63 of 1965 Schedule 3) Reference No. CGIT 63 of 1965.

Both parties above named beg to submit that they have arrived at an amicable settlement on the following terms:—

Terms of Settlement

1. As desired by the workman Shri Baldeo S/o Moti (Reference No. CGIT 63 of 1963 schedule 3) the Management has agreed to re-employ him from 6th May, 1966.

2. The workman, Shri Baldeo S/o Moti (Reference No. mentioned above) has also agreed not to have any claim for the past period.

3. Each party will bear its own costs.

The parties pray that your honour will kindly accept the above terms of settlement and treat the same as part of the Award.

And for this, the parties shall ever pray.

1. For VINDHYA COLLIERIES PVT. LTD

1.

(Sd.) 4-5-1966
(For Employer)

(For Workman)

Manager
Ramnagar Colliery.

Witness,

(Sd.) 4-5-1966

Welfare Officer,
Ram Nagar Colliery.

Witness.

(Sd.) L.T.I. of BALDEO S/O MOTI.

(Sd.) Secretary,
Ram Nagar Colliery.
Shramik Sangh,
P.O. Ramnagar Colliery,
Distt. Shahdol, (M.P.)
[No. 5/26/65-LR.II.]

S.O. 2112.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Lachhu Rai, Hookman, and 10 others, care of Indian Mine Workers' Federation, Dhanbad, which was received by the Central Government on the 29th June, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Complaint under Sec. 33A of The Industrial Disputes Act, 1947.

COMPLAINT No. 13 of 1964

(Arising out of Ref. No. 63 of 1964)

PARTIES:

Shri Lachhu Rai, Hookman, and 10 others, C/o Indian Mine Workers Federation, Dhanbad—*Complainants*.

Vs.

Agent, Manda's Bilbera Colliery, P.O. Katrasgarh, (District Dhanbad)—*Opposite Party*.

PRESENT:

Shri Raj Kishore Prasad, Presiding Officer.

APPEARANCES:

For the Complainant—Shri Prasanta Burman, General Secretary, Bihar Koyla Mazdoor Sabha, Dhanbad.

For the Opposite Party—None.

STATE: Bihar.

INDUSTRY: Coal

AWARD

Dhanbad, the 23rd April 1966

This complaint was made under Sec. 33A of The Industrial Disputes Act, 1947, in Reference No. 63 of 1964, on 10th September, 1964 by 11 workmen of the opposite party for permission.

2. The opposite party appeared and filed written statement on 14th October, 1964, but at the time of the hearing of the complaint on 22nd April, 1966, in spite of service of the registered notice on 5th April, 1966, none turned up and, therefore, the management was unrepresented throughout the final hearing of the case. The case was fixed for hearing at 7 A.M., and I waited till 10 A.M., but when I

found that no one turned up to represent the management, I took up the case thereafter *ex-parte*.

3. Shri Prasanta Burman, General Secretary, Bihar Koyla Mazdoor Sabha, represented all the eleven complaints of this case. On behalf of the complainants, the documents filed on their behalf were marked Exts. W to W 3. Although the management was not represented, I found, however, that copies of certain documents were filed along with its written statement as Annexures and, therefore, I marked them Exts. M to M 86.

4. The case of the complainants was that they were arrested on 21st July, 1964 in a case under Sec. 107 I.P.C., and were detained till 5th August, 1964, due to which they could not attend their duties at the colliery, except in the case of Complainants Nos. 3, 6, 9 and 11, the date of commencement of the absence is different due to arrest and in case of complainant No. 9 the date of the release of the complainant is 11th August, 1964.

5. The periods of absence of each of these eleven complainants are mentioned in Ext. W 2, which are reproduced below:

1. Lachhu Rai	From 22-7-64 to 5-8-64	13 days.
2. Hari Rai	„ 22-7-64 „ 5-8-64	13 „
3. Nakul Rai	„ 24-7-64 „ 5-8-64	11 „
4. Mahabir Rawani	„ 22-7-64 „ 5-8-64	13 „
5. Maheshi Chumar	„ 22-7-64 „ 5-8-64	13 „
6. Suku Rawani	„ 25-7-64 „ 5-8-64	10 „
7. Guzar Napit	„ 22-7-64 „ 5-8-64	13 „
8. Ismail Mia	„ 22-7-64 „ 5-8-64	13 „
9. Bhukhan Gope	„ 28-7-64 „ 11-8-64	12 „
10. Ramoo Bhuia	„ 23-7-64 „ 5-8-64	12 „
11. Inler Lalla	„ 29-7-64 „ 5-8-64	7 „

(23-7-64, 4-8-64 and 11-8-64 being weekly rest days)

6. From the above, it will appear that all the complainants, except No. 9 Bhukhan Gope, who was released on 11th August, 1964, were released on 5th August, 1964 and each of them reported for duty on 6th August, 1964 when they were served with chargesheets except No. 9. The eleven chargesheets are Exts. M to M 11. The replies to the said chargesheets of these eleven complainants are Exts. M 12 to M 23. The enquiry reports are Exts. M 24, M 29, M 33, M 38, M 44, M 47, M 52, M 57, M 62, M 68, M 73, M 77 and M 82. It may be mentioned here that enquiries into the chargesheets against the above eleven complainants were held separately and, therefore, the statements of the witnesses examined at each enquiry have also been filed and they are Exts on the records and their enquiries reports are also on the records.

7. It appears from the statement of Shri J. S. Jadan, Manager, at the enquiry against Lachhu Rai Complainant No. 1, Ex. M 74 that on 10th July, 1964 he knew of the pendency of the case under Sec. 107 I.P.C., against all the eleven complainants and also of their arrest. He, however, denied that no one asked him verbally to grant leave nor he received any leave application though the Jail Superintendent, Dhanbad.

8. From the Model Standing Orders for Coal Mining Industry Ext. W 3, as this colliery, it is said, has no certified Standing Orders of its own, provides in Clause 18(1)(n) that "Continuous absence without permission and without satisfactory cause for more than 10 days" shall denote misconduct, for which a workman may be punished in the manner indicated in Clause 18(1). Relying on this, it was contended that, in the instant case, the dismissal of these complainants is illegal, because, as will appear from Ext. W 3, none of the complainants was continuously absent for more than 10 days and further there was *satisfactory cause* for the absence of these eleven complainants even for 10 days or 7 days, which had not at all been considered.

9. On the facts stated above, before continuous absence for more than 10 days can denote misconduct it has to be established that this continuous absence was both *without permission and without satisfactory cause*. Here, it cannot be said that the continuous absence either for more than 10 days or even for less than 10 days was without *satisfactory cause*. On the statement of the Manager Ext. M 74,

which is his statement in one case but is similar to his statement in other cases also, it was known to the management that all these eleven persons had been arrested on the dates mentioned in *Ext. W 2* and released on the dates mentioned in *Ext. W 2*. The continuous absence for less than 10 days was no misconduct at all under Clause 18(1)(n) and, therefore, the dismissal of *Complainants No. 6 Suku Rawani* and *Complainant No. 11, Inder Lalla* was entirely illegal being contrary to the Standing Orders. The dismissal of the other nine complainants was also illegal because their continuous absence for more than 10 days was not without 'satisfactory cause' within the meaning of clause 18(1)(n) of the Standing Orders *Ext. W 3*, and, therefore, one of the two conditions both of which must co-exist, is absent in the present case and, therefore, there was no misconduct in respect of these nine complainants also under Clause 18(1)(n).

10. For the reasons given above, I would, therefore, allow the complaint, set aside the dismissals of all the eleven complainants and direct their reinstatement to their previous jobs with full back wages from 6th August, 1964, on which day they reported for work, except in the case of Complaint No. 9 Bhukhan Gope who will be reinstated with effect from 12th August, 1964 on which date this complainant reported for work and was refused work, till their re-instatement.

11. This is the award which I make and submit to the Central Government.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer.

[No. 2/46/64-LR.II.]

S.O. 2113.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employees in relation to the Bhagaband Colliery of Messrs Borrea Coal Company Limited, Post Office Bhagaband, District Dhanbad, and their workmen, which was received by the Central Government on the 4th July, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of Reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 177 of 1965

PARTIES:

Employers in relation to Bhagaband Colliery of M/s. Borrea Coal Co. Ltd.,
P.O. Bhagaband, Dist. Dhanbad.

Vs.

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, Presiding Officer.

APPEARANCES:

For the Employers—Shri A. M. Joshi, Labour Adviser.

For the Workmen—Shri Shanker Bose, Secretary, Colliery Mazdoor Sangh
and Shri R. N. Singh, Secretary, Colliery Mazdoor Sangh, Bhagaband
Branch.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 10th June, 1966

AWARD

By its order No. 2/101/65-LR.II, dated 22nd October, 1965, the Government of India, Ministry of Labour and Employment, referred to this Tribunal for adjudication, under Section 10(1)(d) of The Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Bhagaband Colliery of Messrs Borrea Coal Company Limited, Post Office Bhagaband, (District Dhanbad) and their workmen in respect of the matters specified in the schedule annexed to the order of reference, which is reproduced below:

SCHEDULE

"(1) Whether the management of Bhagaband Colliery of Messrs Borrea Coal Company Limited were justified in terminating the services of Sarvashri Matadin Singh and Nathuni Sao, Munshis, with effect from the 27th January 1965.

(2) If not,, to what relief are the workmen entitled?"

2. On 9th June, 1966 a joint petition of compromise, marked Annexure 'A', signed by Shri A. M. Joshi, Labour Adviser, M/s. Bird & Co. (P) Ltd., M/s. F. W. Heligers & Co. (P) Ltd., on behalf of the employers and by Sa vashri Shanker Bose, Secretary, Colliery Mazdoor Sangh and R. N. Singh, Secretary, Colliery Mazdoor Sangh, Bhagaband Branch, representing the concerned workmen was presented before the Tribunal and they jointly prayed that an award in terms of the above compromise be made.

3. I have read the terms of the compromise and, in my opinion, they are fair and in the interest of both the parties and, therefore, I accept them and record the compromise.

4. In the result, the reference is disposed of in terms of the compromise, marked Annexure 'A', and an award in terms of the compromise is made and the said compromise Annexure 'A', is made a part of the award.

5. This is the award which I make and submit to the Central Government.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer.

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

REFERENCE No. 177 OF 1965

PARTIES:

Employers in relation to Bhagaband Colliery of M/s. Borrea Coal Co. Ltd.,
P.O. Bhagaband, Dist. Dhanbad.

AND

Their Workmen.

In the matter of termination of services of S/Shri Matadin Singh and Nathuni Sao, Munshis.

Referred for adjudication by the Government of India, Ministry of Labour & Employment vide Notification No. 2/10/65-LR.II, dated the 22nd October, 1965 published in the Gazette of India, Part II, Section 3 Sub-section (ii), dated the 6th November, 1965 as S.O. No. 3474 at pages 3650-51.

The parties respectfully beg to submit as follows:—

(1) That without prejudice to the respective contentions of the parties the above reference has been amicably settled between the parties on the following terms:

- (a) That S/Shri Matadin Singh and Nathuni Sao, Munshis (Clerks G. III) will be taken back in employment within 15 days of the date of this compromise.
- (b) That the period of unemployment from the date of their discharge viz. 27th January, 1965 to the date of resumption of duties by them as per this compromise will be treated as leave without pay for the purposes of continuity of their service.
- (c) That they shall report for duty within the period stipulated above i.e. within 15 days from the date of this compromise failing which they shall have no claim on the Company for employment or otherwise.
- (d) That the parties will bear their own costs.

It is therefore, humbly prayed that an award may kindly be passed in the terms of the above compromise.

And for this your petitioners as in duty bound shall pray.

For the workmen

For the employers.

(1) SHANKER BOSE, Secy.

Colliery Mazdoor Sangh,
Dhanbad.

(2) R. N. SINGH, Secy.

Colliery Mazdoor Sangh,
Bhagaband Branch.

A. M. JOSHI, Labour Adviser,
M/s. Bird & Co. (P) Ltd.,
M/s. F. W. Heligers & Co. (P)
Ltd.

the 9th June, 1966.
Dhanbad,

[No. 2/101/65-LR.II.]

S.O. 2114.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under Section 33A of the said Act from Shri Kishun Bhuia, Trammer, Choitudih Colliery care of the President, Congress Mazdoor Sangh, Bihar, Camp Jorapokhar No. 1, Post Office Jealgora, District Dhanbad, which was received by the Central Government on the 5th July, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

In the matter of a Complaint under Section 33A of the Industrial Disputes Act, 1947.

COMPLAINT No. 10 of 1964

(Arising out of Ref. No. 46 of 1964)

PARTIES:

Shri Kishun Bhuia, Trammer, Choitudih Colliery.—*Complainant*

vs.

The Tata Iron & Steel Co. Ltd., Jamadoba.—*Opposite Party.*

PRESENT:

Shri Raj Kishore Prasad, Presiding Officer.

APPEARANCES:

For the Complainant.—Shri B. N. Sharma, President, Congress Mazdoor Sangh, Bihar.

For the Opposite party.—Shri S. N. Singh, Legal Assistant.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 25th April, 1966

AWARD

This complaint under Section 33A of The Industrial Disputes Act, 1947 was made by Shri Kishun Bhuia, Trammer, Choitudih Colliery or the opposite party, in Reference No. 46 of 1964, complaining against his dismissal, for disobedience of orders, with effect from 29th May, 1964.

2. The opposite party filed its rejoinder on 24th September 1964 in which its case was that Quarter No. CL/4 belonging to the company was allotted to Miners' Sirdar, Shri Md. Safi, on 21st February 1949 for allotting it to his miners and Shri Md. Safi allotted this quarter jointly to Shri Somar Bhuiya and Shri Karoo Bhuiyan, Miners, from April, 1962; that the above two allottees left employment and handed over vacant possession of the quarter to the opposite party on 19th November, 1963 and the company rivetted the doors after receiving vacant possession; that later on the complainant broke open the rivets and occupied the quarter forcibly which was detected by the Dhowrah Clerk and Dhowrah Chaprasi during their inspection on 22nd November 1963, that, thereafter, by notices dated 25th November 1963 and 2nd December 1963 the complainant was asked to vacate the quarter but in spite of repeated orders to hand over Quarter No. CL/4 forcibly occupied by him he refused to carry out the order; that, therefore, a *chargesheet dated 10th December, 1963* was issued to the complainant to which he replied on 14th December 1963 and thereafter a departmental enquiry was held on 19th December 1963, 25th December 1963 and 8th January 1964 in presence of the complainant giving him full chance and opportunity to cross-examine the prosecution witnesses and to defend himself; that the enquiry officer submitted his report on 8th January 1964 and at this departmental enquiry his misconduct mentioned in the chargesheet was established and therefore the complainant was suspended for 10 days only with effect from 20th January 1964 and was given a chance to correct himself by vacating the quarter; that in spite of repeated chances being given and leniency shown the complainant continued to occupy the quarter No. CL/4 and refused to carry out the lawful order by vacating the same and, therefore, another *chargesheet dated 13th February 1964* was issued to the complainant to which he gave a reply and thereafter a departmental enquiry was held but as the complainant in spite of repeated notices refused to attend the enquiry, it was held in his absence on 4th May 1964 for which the complainant alone is responsible; that the Enquiry Officer submitted his report on 7th March 1964 finding that the misconduct of the complainant was established; that, therefore, the

complainant was dismissed by a letter dated 23/25th March 1964; that the complainant is a trespasser and not a tenant for the purpose of Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947, and, therefore, the provisions of the said Act do not apply; that, therefore, the dismissal of the complainant was justified and he was not entitled to any relief.

3. Shri B. N. Sharma, President, Congress Mazdoor Sangh, Bihar, represented the complainant and Shri S. N. Singh, Legal Asstt., of the Company, appeared for the opposite party.

4. On 16th April 1966 when the complaint was taken up for hearing no petition for time was filed, but orally it was stated by Shri Sharma that he has left his file but still he argued the case for the complainant very thoroughly from which it appears that he was quite ready with the case.

5. The management opposite party, however, filed documents which were marked Exts. H to H 20 and after hearing arguments I reserved order.

6. On 18th April 1966 Shri Sharma, on behalf of the complainant, filed a petition to grant adjournment to file documents and to argue the case again to explain further relevant facts and also filed along with it Voters' lists of Ten-hanchi-Katras Constituency for the General Election, 1957, of village Melkhera, P. S. Katras Thana No. 289, Sub-Division Dhanbad, District Manbhum, in which under Sl. No. 2408 at page 31, the complainant is recorded as one of the voters. It may be mentioned that the fact that he was in possession of the disputed quarter No. CL/4 of the company is not recorded therein. I rejected the petition for time as he could have filed other documents along with the above document. Moreover, he could not say what documents he wanted to file after the conclusion of the arguments. I, however, marked the document on behalf of the complainant, as Ext. W, with the consent of Shri Singh.

7. On behalf of the complainant, Shri Sharma put forward the following contentions:—

(a) That the complainant was *punished twice* for the same offence and, therefore, his dismissal was illegal;

(b) That the charge was *vague and not specific* and, therefore, the entire enquiry was vitiated and, consequently, his dismissal as a result of such enquiry was illegal;

(c) That the complainant cannot be convicted in view of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947, and, therefore; the complainant, had committed no offence and in not vacating the quarter he was not guilty of any misconduct as he was in lawful possession as a tenant within the meaning of Sec. 2(f) of this Act of the disputed quarter.

8. I, therefore, now proceed to examine how far the above contentions are valid and maintainable. Before, however, I decide the above objections raised by Shri Sharma it would be better to state at this very stage the material facts having bearing on the questions at issue. They are these:

20th November, 1963: The complainant made an application Ext. M to the Welfare Officer for being permitted to live in the Dhowrah of Somar Bhuian and Karo Bhuiyan at Choitudih, which is vacant, as he has been working since January 1953.

25/26th November, 1963: The Manager of Melkera Colliery informed the complainant by a letter Ext. M. 1 that he had forcibly occupied the quarter No. CL/4 by breaking the Company's rivets which was highly unfair and illegal on his part and, therefore, he is advised to vacate the same within three days of the receipt of this letter, otherwise disciplinary proceedings will be taken against him.

28th November, 1963: The complainant replied to the above letter Ext. M 1 by sending a letter Ext. M 2 to the Manager saying that he was living in this quarter for the last fifteen years and house rent for it has been deducted as can be verified from the company's records and, therefore, great injustice would be caused to him if he is asked to vacate the quarter without any justifiable reason.

30th November, 1963: The Manager of Melkera Colliery in reply to the letter of the complainant Ext. M 2 sent a letter Ext. M 3 to the complainant saying that he has enquired into the points raised by him and found that the same were unfounded and concocted and, therefore, he asked the complainant to give vacant possession of quarter No. CL/4, which he has unlawfully occupied after breaking the company's rivets, otherwise disciplinary action will be taken against him.

First Chargesheet (Ext. M 4):

7th December, 1963: The Manager of the colliery issued a chargesheet Ext. M 4 to the complainant to show cause why disciplinary action should not be taken against him for not giving vacant possession of the quarter No. CL/4 of which he was under unauthorised occupation inspite of repeated requests to give up possession.

14th December, 1963: To the above chargesheet Ext. M. 4 the complainant sent a reply Ext. M. 5 in which he said that he could not be evicted as he was in occupation of the quarter by virtue of his service with the company for more than 20 years in violation of the provisions of the Bihar Buildings (Lease, Rent and Eviction) Control Act.

13th/16th January, 1964: The Manager informed the complainant by a letter Ext. M 6 that the management was satisfied that the charge of of misconduct in not giving vacant possession of quarter No. CL/4 was established and, therefore, he has been suspended for 10 days from 20th January 1964.

Second Chargesheet (Ext. M 7):

12th February, 1964: The complainant not having vacated, another chargesheet was issued Ext. M 7 to the complainant saying that after the complainant had been suspended on the first chargesheet Ext. M 4 from 20th January 1964 to 29th January 1964, the Dhowrah Clerk, Shri Zahir Ahamad and the Dhowrah Chaprasi, Shri Rajkaran Singh, made inspection on 11th February, 1964, and found that the complainant did not vacate the above quarter and continued to disobey the lawful order of the Company and, therefore, he should show cause why he should not be dismissed for violation of Company's Standing Orders Clause 19(1).

16th February, 1963: To the above chargesheet Ext. M. 7, the complainant sent a reply Ext. M 8 saying that he had already been illegally punished with effect from 20th January, 1964 to 29th January 1964 and, therefore, he cannot be doubly punished for the same alleged misconduct and as he has fully explained the facts and circumstances in his reply Ext. M 5 to the first chargesheet Ext. M 4 he has nothing further to add and the same explanation Ext. M 5 may also be referred to.

21st February, 1964: The Manager informed the complainant by a letter Ext. M 9 that an enquiry into the second chargesheet Ext. M 7 will be held on 24th February 1964 and, therefore, he should present himself for the enquiry.

24th February, 1964: The complainant on 24th February 1964, which was the date fixed for the enquiry under Ext. 9, asked for a week's time Ext. M 10.

26/29th February, 1964: Adjournment asked for was granted by a letter dated 26/29th February 1964 Ext. M 11 and enquiry was fixed on 4th March, 1964.

4th March, 1964: Enquiry was held at which the statements of Company's witnesses (i) Zahir Ahamad, Dhowrah Clerk Ext. M. 12 (ii) Rajkaran Singh, Dhowrah Chaprasi, Ext. M 13, (iii) Md. Saif, Miner Sirdar, Ext. M 14, (iv) Sukhlal Bhula, Ex-Trammer, Ext. M 15, were recorded, and as the complainant did not turn up at the enquiry, it was held *ex-parte* in his absence.

7th March, 1964: The Enquiry Officer submitted his report Ext. M 16 in which he found the misconduct of the complainant to have been proved.

23rd/26th May, 1964: The Actg. Agent of the Colliery informed the complainant by a letter Ext. M 17 that as he continued to disobey the lawful instructions of the Company and did not vacate the quarter No. CL/4 which he was occupying forcibly even after the issue of the first chargesheet Ext. M 4, he is being dismissed from Company's service with effect from 29th May, 1964.

29th May, 1964: The complainant was dismissed by the above letter Ext. M 17.

9. It appears from the Jharia Mines Board of Health's By-laws and General Orders, approved by the State Government under Section 25(2) of The Bihar & Orissa Mining Settlement Act, 1920, 1954 Edition, page 201; that a Register has to be maintained under Part II, Register & Plans, Rule 5, which is called Register

of Housing. Rule 5(1) provides that a register shall be maintained of all houses which are ordinarily inhabited, or intended to be inhabited, by colliery labourers. Rule 5(2) lays down that if the Board so direct a register shall also be maintained of all such houses, showing the names, ages, sexes and other particulars as the Board may by general or special order prescribe. Ext. M 20 is such a register from April 1961 to March 1964 and, in this statutory register, Block No. CL, Room No. 4, is recorded jointly in the names of Karno Bhula and Somar Bhula in April 1963 under permit No. 434. Against this quarter, there is a remark that they were discharged on 4th November 1963, but both were staying and later it is mentioned that vacant possession of quarter CL/4 was received on 19th November 1963 and during the inspection of the colony along with Dhowrah Channrai on 23rd November 1963 it was found that the complainant Kishun Bhula had entered into the quarter forcibly, which fact was brought to the notice of the Welfare Officer for taking necessary action. Ext. M 20, therefore, proves that the concerned complainant was never allotted this quarter CL/4 at any stage any time in any year.

10. At present admittedly the complainant is in possession of this quarter CL/4. According to the complainant, he was in lawful possession of it, but according to the management he was in forcible and wrongful possession of it. The complainant's letter dated 20th November 1963 Ext. M and the Company's reply dated 25/26th November 1963 to it, Ext. M 1, and the next letter of the complainant dated 28th November 1963 Ext. M 2 and the Company's reply thereto on 30th November 1963 Ext. M 3 leave no manner of doubt that the complainant was in forcible occupation of the quarter, otherwise there is no sense why the complainant should have made an application on 20th November 1963 Ext. M for allotment of quarter CL/4 on the ground that the quarter of the original allottees Shri Somar Bhula and Karno Bhula who are recorded, and who were allotted this quarter as mentioned in Ext. M 20 has fallen vacant and therefore he should be allowed to live in it as he has no quarter of his own. The complainant did not examine himself to deny his application Ext. M and, therefore, in the absence of his evidence and denial of this letter Ext. M, it must be held that Ext. M is a genuine letter. This letter Ext. M proves that the complainant was not in lawful possession of the house and he forcibly occupied it, as mentioned in Ext. M 20.

Re. 7(a)

11. When on the first chargesheet dated 7th December 1963 Ext. M 4, the complainant was suspended for ten days from 20th January 1964 under Ext. M 6, he should have vacated it and by not vacating it he continued to commit the offence of being in forcible and wrongful occupation of the house and, therefore, it amounted to a continuing offence and, as such, he could after his first punishment under Ext. M 6, be chargesheeted for continuing the offence under Ext. M 7 and after his reply thereto Ext. M 8 his misconduct having been established he was dismissed under Ext. M 9, and, therefore, it is not correct to say that he has been punished twice for the same offence. He was punished first for forcibly taking possession of the house and for not vacating it although asked by the company to do so. The second punishment was for continuing to be in forcible occupation of the house in spite of his first punishment and in not giving up vacant possession of the house to the company and his continuing in wrongful possession amounted to a continuous offence for which the complainant could be punished again for the second offence. He is committing the offence in not vacating the quarter in spite of his punishment, and, therefore, there is no question of the complainant being punished twice for the same offence.

Re. 7(b):

12. I have read the chargesheet Ext. M 7 and find that it is specific and not at all vague and the complainant knew that the charge related to as appears from his reply Ext. M 8 to the chargesheet Ext. M 7 because in his reply Ext. M 8 he says that his earlier explanation Ext. M 5 may be referred to for this chargesheet also. It cannot, therefore, be said that the complainant has been misled or in any way prejudiced by the chargesheet Ext. M 7 which is as clear as it could be. This objection, therefore, is over-ruled.

Re. 7(c):

13. I cannot understand how does the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947, can apply to the facts of the present case. Shri Sharma contended that the complainant was a tenant under Sec. 2(f)(b) of this Act. But I do not think this contention is correct. Sec. 2(f) reads thus:

"2. In this Act, unless there is anything repugnant in the subject or context,—

(f) "tenant" means any person by whom, or on whose account rent is payable for a building and includes.—

(a) a person continuing in possession after the termination of the tenancy in his favour; and

(b) a person who occupies a building as an employee of the landlord of such building either on payment of rent or otherwise."

According to the above definition, the complainant cannot be said to be 'tenant' under this Act, because he was never put in possession of Quarter No. CL/4 by the management. True, he was an employee of the management, but this quarter was never allotted to him either on payment of rent or without payment rent—rent free. There is no evidence to support the case of the complainant, which is rather negative by Ext. M. 20 and Exts M to M 3. Shri Sharma however relied on Sec. 2(f) (b), quoted above, and said that as the complainant was an employee of the company, he must be deemed to have occupied the disputed quarter as an employee of the company, and, therefore, he must be deemed to be 'tenant' within the meaning of Sec. 2(f) (b) of this Act. In my opinion, this argument is fallacious for the simple reason that this disputed quarter was never let out to him and, therefore, the question of occupying the quarter as an employee of the company does not arise. If, however, this quarter CL/4 would have been allotted to the complainant, then the matter would have been different, but here there is positive and reliable evidence in the shape of Ext. M 20, supported by Ext. M 3, that this quarter was never allotted to the complainant. It may be noted here, as stated earlier also, that Ext. M 20 shows that the disputed quarter CL/4 was in occupation of the joint allottees, Karoo Bhuia and Somar Bhuia, who were discharged on 4th November, 1963, still they both stayed there, and ultimately, they handed over possession on 19th November, 1963, and, thereafter, during the inspection on 22nd November, 1963, the complainant was found to be in illegal and forcible possession of the quarter. In para 10 of his written statement the workmen asserted that he has been living in this disputed quarter for more than 14 years. To falsify this assertion, besides Ext. M20, also Ext. M19, which is a list of workman from whom house rent was deducted as per Mazumdar Award and later refunded to them as per Jeejeebhoy Award for the year 1956-1957 was failed, in which the name of this workmen does not find a place. For these reasons, in my opinion, the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947, does not apply to the facts of the present case, and, therefore, the complainant cannot be considered to be a 'Tenant' within the meaning of the Sec.2(f) (b) of the Act so as to be protected against his eviction thereunder.

14. After having rejected the three objections raised on behalf of the complainant, I perused the enquiry papers Ext. M 7 to M 17 and find that the enquiry cannot be said to be not fair and proper, simply because the complainant deliberately refused to attend the enquiry, although asked to do so by Ext. M 11. The complainant, after being served with chargesheet Ext. M 7 gave his reply there to Ext. M 8 and was allowed one week's adjournment on his application Ext. M10 to hold the enquiry and the enquiry was fixed at his instance, i.e., on 4th March, 1964, was the date of his enquiry but on 24th February, 1964, he replied—Ext. M 10 therefore, the enquiry was held *ex-parte* on 4th March, 1964. Here is not a case where the complainant had no notice of enquiry. He knew that 24th February, 1964, was the date of his enquiry but on 24th February, 1964, he applied—Ext. M10 for one week's adjournment as he had pain in his stomach and accordingly 4th March, 1964, was fixed as the date of the enquiry and the complainant was informed by Ext. M11 on 26th/29th February, 1964, that now enquiry had been fixed on 4th March, 1964, at 9 A.M. and he must attend it with his witnesses. The complainant has not examined himself to deny Ext. M10 or to say that he had no knowledge about the date of enquiry. If therefore, even on knowing the date of enquiry the complainant refused to attend the enquiry, he alone is to be blamed for his own deliberate action. The Enquiry Officer examined as many as four witnesses on behalf of the company, whose statements are Ext. M12 to M15, and because of the absence of the complainant the Enquiry Officer himself put questions to them to satisfy himself of the misconduct of the complainant had been proved. On being satisfied that his misconduct had been established, he submitted his enquiry report Ext. M16 on 7th March, 1964, to this effect and thereafter the concerned workman was dismissed by Ext. M17. From the Standing Orders Ext. W18 it appears that the present case is covered by clause 19(1) as mentioned in the chargesheet Ext. M 7 and on the evidence it has been clearly establish and therefore, the action of the complainant in not obeying the order of the company by vacating the quarter, which was never allotted to him and by continuing to be in possession of the same, he contravened the provisions of Clause 19(1) of the Standing Orders Ext. M18 and, therefore, he had been rightly dismissed.

15. For the reasons given above, I, therefore, held that there is no merit in the complaint and, accordingly, it is dismissed.

Sd/- RAJ KISHORE PRASAD,
Presiding Officer.
[No. 8/189/63-LRIL.]

ORDERS

New Delhi, the 5th July 1966

S.O. 2115.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Choukhandi Manganese Mines of Messrs. C. P. Syndicate Private Limited, Tirodi, District Balaghat (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the action of the management of Choukhandi Manganese Mine of Messrs. C. P. Syndicate Private Limited, Tirodi, District Balaghat (Madhya Pradesh) retrenching the following workmen with effect from the 20th January, 1966 was justified?

Name of the Workmen.

- (1) Lahu s/o Dukaroo
- (2) Suma s/o Maroti
- (3) Soma s/o Udji
- (4) Dina s/o Mahadeo
- (5) Premlal s/o Sitaram
- (6) Dina s/o Phogai
- (7) Sankar s/o Agnoo
- (8) Mayaram s/o Dukroo
- (9) Madhoo s/o Radho
- (10) Kaidi w/o Nathoo
- (11) Durpati w/o Goma
- (12) Saroo w/o Premlal
- (13) Radhan w/o Ramdayal
- (14) Samoti w/o Sankar
- (15) Heeran w/o Raghunath
- (16) Parbata w/o Soma
- (17) Pooran w/o Jhamlal
- (18) Bega w/o Lahoo
- (19) Kesar w/o Josiram
- (20) Santuram w/o Mahatla
- (21) Bakoo w/o Boharan
- (22) Gayalal w/o Boharan
- (23) Kapoor w/o Jangaloo
- (24) Bhagga w/o Mayaram
- (25) Sugan w/o Chunnalal
- (26) Natthoo s/o Sadoo
- (27) Patiram Agnoo
- (28) Nandoo Punoo
- (29) Bhajyalal Fokatoo
- (30) Jayalal Gobari
- (31) Sukhbanta Jayalal
- (32) Dayaram Dukaroo
- (33) Gopi Radho
- (34) Fogal Kishan
- (35) Kapura Fogal
- (36) Girjoo Mohpat
- (37) Parvat Sevak
- (38) Asi Hagroo
- (39) Shanti
- (40) Mantoora
- (41) Sakanya
- (42) Makayi
- (43) Chhotelal
- (44) Fagani
- (45) Bega.

(2) If not, to what relief are the said workmen entitled?

[No. 35/8/66.LRI.]

New Delhi, the 6th July 1966

S.O. 2116.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ardhogram Khas Colliery, Post Office Ardhogram, District Bankura and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the closure of Ardhogram Khas Colliery by the management from the 30th September, 1965 was justified? If not, to what relief are the employees entitled?

[No. 1/4/66-LR.I.]

S.O. 2117.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ena Colliery, Post Office Dhanasar (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Ena Colliery was justified in stopping Shri Sidh-nath Singh, Chaprasi, from work with effect from the 19th February, 1966? If not, to what relief is the workman entitled?

[No. 2/97/66-LR.II.]

New Delhi, the 7th July 1966

S.O. 2118.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pure Kajora Colliery, Post Office Kajoram, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of services of Shrimati Kashi Bowrin, Wagon Loader, by the management of Pure Kajora Colliery was justified? If not, to what relief is she entitled?

[No. 6/49/66-LR.II.]

S.O. 2119.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhagaband Colliery, Post Office Bhagaband, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of employment of the following workmen by the management of Bhagaband Colliery without paying compensation in the form of *ex-gratia* payment with effect from the date shown against each of them was justified?

Name of workmen	Date of termination
1. Shri Pahaloo Roy	26-11-65
2. Shri Panchu Singh	10-12-65
3. Shri Soman Bhuiyan	10-12-65
4. Shri Sadhan Singh	14-12-65
5. Shri Waris Mia	23-12-65

If not, to what relief are these workmen entitled?

[No. 2/96/66-LRII.]

S.O. 2120.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Companhia Mineira Dempo and Souza, Panjim, Goa and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the management of Messrs Companhia Mineira Dempo and Souza was justified in terminating the services of their workmen, Sarvashri John C. Barreto, Alex Fernandes, Tukaram Sawant, Janardhan Baltkar, Vincent Nunes and Luis Lopes with effect from the 6th December 1965.
2. If not, to what relief are they entitled?

[No. 24/17/66-LRI.]

New Delhi, the 8th July 1966

S.O. 2121.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited, Post Office Mehuda (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited, Post Office Mehuda, District Dhanbad was justified in dismissing from service Sarvashri Ramdhar Passl and Babulal Passl, loaders in Bhatdee Colliery, with effect from the 20th April, 1966? If not, to what relief are these workmen entitled?

[No. 2/94/66-LRII.]

CORRIGENDUM

New Delhi, the 6th July 1966

S.O. 2122.—In the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 1503, dated the 10th May, 1966 published at page 1404 of the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 21st May, 1966,

In line 3 of item (I) of the Schedule, for “Ram Nagina Singh” read “Ramnagina”.

[No. 1/2/66-LRIL]

H. C. MANGHANI, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 4th July 1966

S.O. 2123.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Claim) Supplementary Act, 1954, (No. 12 of 1954), the Central Government hereby appoints Shri G. D. Kshetrapal as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act, with effect from the 4th July, 1966.

[No. 5(3)AGZ/64.]

S.O. 2124.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri G. D. Kshetrapal as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act, with effect from the 4th July, 1966.

[No. 5(3)AGZ/64.]

S.O. 2125.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Shri G. D. Kshetrapal as Custodian General of Evacuee Property for the purpose of performing the functions assigned to such Custodian General by or under the said Act, with effect from the 4th July, 1966.

[No. 5(3)AGZ/64.]

S.O. 2126.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (No. 44 of 1954), the Central Government hereby appoints Shri C. L. Arora as Assistant Settlement Officer in the Office of the Chief Settlement Commissioner, New Delhi for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the forenoon of the 20th June, 1966.

[No. 8/83/AGZ/66.]

New Delhi, the 5th July 1966

S.O. 2127.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the State of U.P. Shri S. C. Sharma in the office of Assistant Settlement Commissioner, Incharge, U.P., Lucknow as Managing Officer for the custody, management and disposal of compensation pool with effect from the 13th June, 1966 (F.N.).

[No. 8/82/AGZ/66.]

New Delhi, the 7th July 1966

S.O. 2128.—In exercise of the powers conferred by Sub-Section (i) of Section (6) of the Administration of the Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints Shri N. V. Prakasam as Assistant Custodian in the office of the Regional Settlement Commissioner, Bombay for the states of

Gujarat, Madras, Mysore, Kerala and Andhra Pradesh Maharashtra, for the purpose of discharging the duties imposed on custodian by or under the said Act with effect from the forenoon of 23rd June, 1966.

[No. 7(2)/AGZ/66.]

S.O. 2129.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints for the Union Territory of Delhi, Shri M. P. Misra, Settlement Officer in the office of Regional Settlement Commissioner, New Delhi as Managing Officer for the custody, management and disposal of compensation pool with effect from the 20th June, 1966.

[No. 6(2)AGZ/64.]

A. G. VASWANI, Settlement Commissioner (A) and
Ex-Officio Under Secy.

